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Frontier

www.Frontier.com

3833 S. Alston Avenue
Durham, NC 27713

Allison M. Ellis
Vice President, Regulatory and Governmental Affairs
Phone 919-941-3005
AE4862@ftr.com

April 7, 2022

The Honorable Jocelyn G. Boyd
Chief Clerk and Administrator
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

RE: Approval of the Interconnection Agreement by and between Windstream Communications, LLC and Frontier Communications of the Carolinas LLC Pursuant to Sections 251 and 252 of the federal Telecommunications Act of 1996

Dear Ms. Boyd:

I am Vice President of Regulatory and Governmental Affairs for Frontier Communications of the Carolinas LLC ("Frontier") and am authorized to act on behalf of Frontier. I have elected to submit the attached Interconnection Agreement by and between Windstream Communications, LLC and Frontier Communications of the Carolinas LLC to the Public Service Commission of South Carolina without the benefit of legal counsel admitted to practice in South Carolina. In electing to file this agreement without legal counsel, I acknowledge and agree to assume the risk, if any, of resulting adverse legal consequences.

Section 252(e) of the Act charges the Commission with approving or rejecting this agreement within 90 days of its submission. The Commission may only reject the agreement if it finds that: the agreement or any portion of it discriminates against a telecommunications carrier not a party to it; or implementation of the agreement or any portion of it is not consistent with the public interest, convenience and necessity. The parties to the agreement represent that neither of these reasons exists and that the Commission should approve the agreement.

Sincerely,

A. Ellis

Allison M. Ellis

Attachment

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AGREEMENT

BY AND BETWEEN

WINDSTREAM COMMUNICATIONS, LLC

AND

FRONTIER COMMUNICATIONS OF THE CAROLINAS LLC

FOR THE STATE OF

SOUTH CAROLINA

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AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective December 15, 2021 (the "Effective Date"), between Windstream Communications, LLC ("WCL"), a limited liability company organized under the laws of the State of Delaware, with offices at 4001 Rodney Parham Road, Little Rock, AR 72212 and Frontier Communications of the Carolinas LLC ("Frontier"), a limited liability company organized under the laws of the State of Delaware with offices at 158 S Church Street, Lake City, SC 29560 (Frontier and WCL may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

Frontier is a telecommunications company authorized to provide telecommunications services in the State of South Carolina; and

WCL is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of South Carolina; and

The Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions as set forth below; and

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, pursuant to Section 252 of the Act, Frontier and WCL hereby covenant and agree as follows:

1. The Agreement

1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.

1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the

Parties' prior interconnection and resale agreement(s) ("Prior Agreement(s)"), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a post-petition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and WCL.

2. Term and Termination

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 14, 2023 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

2.2 Either WCL or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination. If WCL does not respond to Frontier's written notification of the intent to terminate the Agreement, the Agreement will terminate and not renew at the later of the end of the Initial Term or ninety (90) days after notice is provided.

2.3 If WCL or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either WCL or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between WCL and Frontier; or, (b) the date one (1) year after the proposed date of termination.

2.4 Either Party may provide the other Party with at least ninety (90) day's written notification of its desire to renegotiate the Agreement at the end of the Initial Term or any Subsequent Term. If either Party provides the other Party with written notification to renegotiate this Agreement, the negotiation and arbitration processes of the Act will be applicable and the date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. If Frontier provides notice of termination pursuant to Section 2.2, and at least ninety (90) days before the proposed date of termination either, and WCL or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between WCL and Frontier; or, (b) the date one (1) year after the proposed date of termination. The effective date of a successor interconnection agreement between WCL and Frontier will be as of the date of termination of this Agreement. Any changes in rates will

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apply, and be subject to true-up, as of the effective date of the new interconnection agreement.

2.5 If Frontier provides notice of termination pursuant to Section 2.2 and neither WCL nor Frontier has requested negotiation of a new interconnection agreement (or, in accordance with Subsection 2.3(b), if no new agreement is reached by the date one (1) year after the proposed date of termination), then (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination (or in the case of termination in accordance with Subsection 2.3(b), at 11:59 PM Eastern Time on the date one (1) year after the proposed date of termination), and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff. Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

2.6 Termination upon Ordering and Implementation Inactivity. Notwithstanding anything to the contrary contained herein, Frontier may terminate this Agreement in the event WCL has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to WCL customers within one (1) year from the Effective Date of this Agreement.

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment
Interconnection Attachment
Traffic Exchange Attachment
Resale Attachment
Network Elements Attachment
Collocation Attachment
9-1-1 Attachment
Pricing Attachment

4. Applicable Law

4.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with (a) the Act, (b) the FCC's Rules and Regulations, (c) the laws of the United States of America and (d) the laws of the State of South Carolina, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law or acts or failures to act of any governmental entity or official.

4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

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4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

4.6 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, then the Parties shall pursue dispute resolution in accordance with Section 14 of this Agreement.

4.6.1 Notwithstanding Section 4.6 above, to the extent Frontier is required by a change in Applicable Law to provide to WCL a Service that is not offered under this Agreement to WCL, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Frontier Tariff, or, in the absence of an applicable Frontier Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Frontier be required to provide any such Service in the absence of such a Frontier Tariff or amendment.

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Frontier is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to WCL hereunder, then Frontier may discontinue the provision of any such Service, payment or benefit, and WCL shall reimburse Frontier for any payment previously made by Frontier to WCL that was not required by Applicable Law. Frontier will provide thirty (30) days prior written notice to WCL of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment or an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.

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4.8 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

4.9 The Parties jointly agree to cooperate in the filing of this Agreement and share equally the expenses associated with obtaining Commission approval.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is an Affiliate of that Party without consent, but with written notification, provided that such Affiliate is a telecommunications carrier. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement. All obligations and duties of any Party under this Agreement shall be binding on, and shall inure to the benefit of all successors-in-interest and assignees of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

6. Assurance of Payment

6.1 Frontier may, in order to safeguard its interest, require WCL to make a deposit to be held by Frontier as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. A deposit will be returned with interest, at the Commission prescribed deposit rate, if and when WCL pays its undisputed bills on time for twenty-four (24) consecutive months.

6.2 Unless otherwise agreed by the Parties, the assurance of payment shall consist of a deposit or irrevocable standby letter of credit naming Frontier as the beneficiary thereof and otherwise in form and substance satisfactory to Frontier from a financial institution acceptable to Frontier. The assurance of payment shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Frontier, for the Services to be provided by Frontier to WCL in connection with this Agreement. Frontier reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment, or a significant probability of a bankruptcy filing by WCL.

6.3 Frontier may (but is not obligated to) draw on the assurance of payment upon notice to WCL in respect of any amounts to be paid by WCL hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.4 If Frontier draws on the assurance of payment, upon request by Frontier, WCL shall provide a replacement or supplemental assurance of payment conforming to the requirements of Section 6.2.

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6.5 Notwithstanding anything else set forth in this Agreement, if Frontier makes a request for assurance of payment in accordance with the terms of this Section, then Frontier shall have no obligation thereafter to perform under this Agreement until such time as WCL has provided Frontier with such assurance of payment.

6.6 The fact that assurance of payment has been made in no way relieves WCL from complying with Frontier's regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Frontier providing for the discontinuance of service for non-payment of any sums due Frontier.

6.7 In the event WCL defaults on its account, service to WCL will be terminated and any assurance of payment held will be applied to its account.

7. Audits

7.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and the identification of traffic subject to this Agreement. Such audits may be performed once each year at the conclusion of each Calendar Year, in order evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.

7.1.1 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

7.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to Section 14 of this Agreement.

7.2.1 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate of 0.5% per month.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees,

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books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 Frontier Communications of the Carolinas LLC represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 Windstream Communications, LLC represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 WCL Certification.

8.3.1 Notwithstanding any other provision of this Agreement, Frontier shall have no obligation to perform under this Agreement until such time as WCL has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting its business in the State of South Carolina. WCL shall not place any Orders under this Agreement until it has obtained such authorization. WCL shall provide proof of such authorization to Frontier upon request.

8.3.2 WCL Account Setup. WCL must provide the appropriate Frontier representative the necessary documentation to enable Frontier to establish a master account for WCL. Such documentation will include a completed CLEC Master Account Questionnaire, proof of authority to provide telecommunications services within Frontier territory, proof that tariffs are on file and approved by the applicable Commission, and a tax exemption certificate, if applicable. Frontier will have no obligation to begin taking orders for service until after the necessary documents have been provided to Frontier, and the necessary deposit requirements are met.

9. Billing and Payment; Disputed Amounts

9.1 In consideration of the services provided by Frontier under this Agreement, WCL shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by WCL under this Agreement, Frontier shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To WCL:
Wendy Hays
4001 Rodney Parham Rd
Mailstop: B3F01-87C
Little Rock, AR 72212

To Frontier:
Frontier– FTR01 Media Processing
PO Box 15700
Phoenix, AZ 85060

Email Address: Frontier.invoices@synchronoss.com

9.2 Each Party shall prepare a monthly billing statement with a consistent, regular bill date and will reflect the calculation for amounts due under this Agreement. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available U.S. funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall within thirty (30) days of its receipt of the invoice give written 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 billed Party shall pay by the Due Date all undisputed amounts and shall include a copy of the dispute with the payment of the undisputed amount. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution. Undisputed amounts due to the billing Party that are not received by the Due Date or that are not immediately available to the billing Party, shall be subject to a late payment charge. The late payment charge shall be the lesser of one-and-one-half percent (1.5%) per month or the maximum allowed by law of the overdue amount (including any unpaid previously billed late payment charges).

9.3.1 In the event that a billing dispute is resolved in favor of the billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment charge as set forth herein.

9.3.2 In the event that a billing dispute is resolved in favor of the billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment charge as set forth herein.

9.4 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement. Neither Party shall initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for Services that were provided more than six (6) months prior to the applicable Invoice date or date on which a credit was claimed.

10. Confidentiality and Publicity

10.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms provided herein.

10.2 As used in this Section 10, Proprietary Information means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

10.2.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

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10.2.2 Any forecasting information provided pursuant to this Agreement;

10.2.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

10.2.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10.2.5 any information that is in written, graphic, recorded, machine readable, electromagnetic, or other tangible form, and marked at the time of disclosure as “Confidential” or “Proprietary” with the appropriate owner corporation name, e.g., “Frontier Proprietary”.; and

10.2.6 Information disclosed orally or visually will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within ten (10) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Proprietary Information pursuant to Sections 10.2.5 or 10.2.6.

10.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

10.3.1 the Proprietary Information received from the Disclosing Party is only used in performance of this Agreement;

10.3.2 each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

10.3.3 it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

10.3.4 upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

10.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving

Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

10.5 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

10.5.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

10.5.2 was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

10.5.3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

10.5.4 is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

10.5.5 is approved for release by written authorization of the disclosing Party; or

10.5.6 is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements; or

10.5.7 is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

10.6 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

10.7 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

10.8 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

10.9 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

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11. Counterparts

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

12. Default

In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

12.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within ten (10) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

12.1.1 refuse additional applications for any service provided under this Agreement;

12.1.2 refuse to complete any pending orders for additional services any time thereafter, and/or;

12.1.3 on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Commission, to the person designated to receive such notice, discontinue the provision of existing services at any time thereafter.

12.2 If the non-breaching Party does not refuse additional applications for additional services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for services without further notice. If the non-breaching Party discontinues provision of the additional services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of services on the date specified in the thirty (30) days' notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of services without further notice.

12.3 Frontier reserves the right to refuse an application for additional services made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, WCL, so long as WCL or any such entity is indebted to Frontier for services previously furnished, until the indebtedness is satisfied. In the event that services are provided to WCL or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, WCL, such services may be terminated by Frontier unless WCL satisfies the indebtedness owing to Frontier within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by WCL to receive such notices.

12.4 If such material breach is for any failure to perform in accordance with this Agreement, other than for non-payment of amounts due hereunder, or if either

Party is otherwise in violation of the law, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within sixty (60) days of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

13. Discontinuance of Service by WCL

13.1 If WCL proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, WCL shall send written notice of such discontinuance to Frontier, the Commission, and each of WCL's Customers. WCL shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, WCL shall send such notice at least thirty (30) days prior to its discontinuance of service.

13.2 Such notice must advise each WCL Customer that unless action is taken by the WCL Customer to switch to a different carrier prior to WCL's proposed discontinuance of service, the WCL Customer will be without the service provided by WCL to the WCL Customer.

13.3 Should a WCL Customer subsequently become a Frontier Customer, WCL shall provide Frontier with all information necessary for Frontier to establish service for the WCL Customer, including, but not limited to, the WCL Customer's billed name, listed name, service address, and billing address, and the services being provided to the WCL Customer.

13.4 Nothing in this Section 13 shall limit Frontier's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any default or dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. In the event that the Parties are unable to resolve a default or other dispute and upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise,

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including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

14.3 Both Parties shall use the Dispute Resolutions procedures as described herein.

14.4 Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

15. Force Majeure

15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to the following:

15.1.1 Adverse weather conditions, flood, fire, explosion, earthquake, hurricane, cyclone, tornado, storm, epidemic, volcanic action, breakdown of plant or power failure;

15.1.2 Embargo, boycott, war, revolution, civil commotion, act of public enemies, terrorism, or blockade;

15.1.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

15.1.4 Labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts);

15.1.5 Delays caused by other service or equipment vendors, inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party;

15.1.6 Any other circumstance beyond the reasonable control of the Party affected and acts of God.

15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

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In addition to any other forecasts required by this Agreement, upon request by Frontier, WCL shall provide to Frontier forecasts regarding the Services that WCL expects to purchase from Frontier, including, but not limited to, forecasts regarding the types and volumes of Services that WCL expects to purchase and the locations where such Services will be purchased.

17. Fraud

WCL assumes responsibility for all fraud associated with its Customers and accounts. Frontier shall bear no responsibility for and shall have no obligation to investigate or make adjustments to WCL's account in cases of, fraud by WCL's Customers or other third parties unless such fraud is the result of intentional misconduct or gross negligence of Frontier.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Agreement, Frontier reserves the right to negotiate in good faith with WCL reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

19. Headings

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's parents, subsidiaries, Affiliates, agents, servants, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

20.2 Each Party will defend, indemnify, and hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Frontier or WCL under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of

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any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the Indemnifying Party,

20.3 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, shall tender the defense of such claim, lawsuit or demand.

20.3.1 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.

20.3.2 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.

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

20.4 Notwithstanding any other provisions of this Agreement, in the case of claims or loss alleged or incurred by an End User Customer of WCL arising out of or in connection with services provided to the End User Customer by WCL, WCL shall defend and indemnify Frontier and its officers, directors, employees and agents against any and all such claims or loss by WCL's End User Customers.

21. Insurance

21.1 WCL shall maintain during the term of this Agreement, at its sole cost and expense, the following insurance:

21.1.1 Commercial General Liability Insurance, on an occurrence basis, for claims that may arise out of or result from WCL's performance of this Agreement, whether performed by WCL or its subcontractor, or anyone for whose acts they may be held liable. Such insurance shall include coverage for bodily injury, property damage premises and operations, products and completed operations, contractual liability, personal and advertising injury, and coverage for explosion, collapse, and underground property damage (XCU), with limits of at least $1,000,000 per occurrence, $2,000,000 in the general aggregate, and $2,000,000 in the aggregate for products and completed operations. Products and completed operations coverage shall be maintained for a minimum of two (2) years following the expiration or termination of this Agreement.

21.1.2 Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles, with a combined single limit for bodily injury and property damage of at least $2,000,000 each accident, covering any automobile used and or operated by, or on behalf of WCL on Frontier's premises.

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21.1.3 Umbrella or Excess Liability Insurance providing excess limits over the commercial general liability, business automobile liability, and employer's liability policies, with limits of at least $10,000,000 for each occurrence. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.

21.1.4 Workers' Compensation Insurance with coverage and limits complying with the statutory requirements of the jurisdiction in which the Collocation site is located, and Employer's Liability Insurance with limits of at least $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit for bodily injury by disease. Such Workers' Compensation insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Frontier Communications Parent, Inc. and its subsidiaries in connection with any claim covered by the policy.

21.1.5 All risk property insurance on a replacement cost basis for all of WCL's real and personal property located at any Collocation site or otherwise located on or in any Frontier premises (whether owned, leased or otherwise occupied by Frontier), facility, equipment or right-of-way. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Frontier Communications Parent, Inc. and its subsidiaries in connection with any damage covered by the policy.

21.2 All such policies identified under this Section shall be issued by insurance companies authorized to do business in the state where the Collocation site is located and with an A.M. Best Rating of A- VII or better.

21.3 Any deductibles, self-insured retentions or other similar obligations for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Frontier pursuant to Sections 21.5 and 21.6, and shall be the sole responsibility of WCL.

21.4 WCL shall name Frontier Communications Parent, Inc. and its subsidiaries, and any other entities as required by Frontier whose names have been provided to WCL in writing as additional insureds on the foregoing liability insurance except for Workers' Compensation and Employer's Liability. Such coverage shall be primary and non-contributory to any other insurance available to the additional insureds.

21.5 WCL shall, within two (2) weeks of the Effective Date hereof and at the time of each renewal of WCL's insurance policies, and at such other times as Frontier may reasonably specify, furnish certificate(s) of insurance of the foregoing insurance reasonably acceptable to Frontier. The certificates of insurance of the foregoing insurance shall be sent to: Contract Management, Frontier Communications Parent, Inc., 7979 N. Belt Line Road, MC: S1C74, Irving, TX 75063.

21.6 WCL shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Frontier or Frontier's affiliates to maintain insurance in accordance with Sections 21.1 through 21.4 and, if requested, to

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furnish Frontier certificates insurance acceptable to Frontier in accordance with Section 21.5.

21.7 Failure of WCL or WCL's contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.6, above, shall be deemed a material breach of this Agreement.

21.8 Certificates furnished by WCL or WCL's contractors shall contain a clause stating: "Frontier Communications of the Carolinas LLC shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

21.9 All insurance must be in effect on or before the occupancy date and shall remain in force as long as WCL's facilities remain within any spaces governed by this Agreement. If WCL fails to maintain the coverage, shall be deemed a material breach of this Agreement.

21.10 The obligation to insure imposed by this Section shall not relieve WCL of any obligations imposed upon it by other Sections of this Agreement. Neither the insurance required nor the amount of type of insurance maintained by WCL shall limit or affect the extent of WCL's liability hereunder for injury, death or loss or damage.

22. Intellectual Property

22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

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22.4 WCL agrees that the Services provided by Frontier hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Frontier and Frontier's vendors. Frontier agrees to advise WCL, directly or through a third party, of any such terms, conditions or restrictions that may limit any WCL use of a Service provided by Frontier that is otherwise permitted by this Agreement. At WCL's written request, to the extent required by Applicable Law, Frontier will use Frontier's best efforts, as commercially practicable, to obtain intellectual property rights from Frontier's vendor to allow WCL to use the Service in the same manner as Frontier that are coextensive with Frontier's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Frontier has obtained Frontier's intellectual property rights. WCL shall reimburse Frontier for the cost of obtaining such rights.

23. Joint Work Product

The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Law Enforcement

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Limitation of Liability

25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, occurring in the course of the provision of any Services under this Agreement.

25.2 Except as otherwise stated in Section 25.4, the liability, if any, of a Party, a Party's parents, subsidiaries, Affiliates, agents, servants, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a

Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

25.3 EXCEPT AS OTHERWISE STATED IN SECTIONS 25.2 AND 25.4, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH A SERVICE FAILURE OR ANY BREACH, DELAY OR FAILURE IN PERFORMANCE OF THIS AGREEMENT). NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR LIKE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

25.4 Nothing contained in Sections 25.1 through 25.3 shall exclude or limit liability:

25.4.1 under Sections 20, Indemnification, or 42, Taxes.

25.4.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.

25.4.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;

25.4.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

25.4.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or

25.4.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.

25.5 In the event that the liability of a Party, a Party's parents, subsidiaries, Affiliates, agents, servants, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

25.6 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall either Party, its parents, subsidiaries, Affiliates, agents, servants, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special,

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indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

25.7 No liability shall attach to either Party, its parents, subsidiaries, Affiliates, agents, servants or the directors, officers or employees of the other Party for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, 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. Network Management

26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. WCL and Frontier will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and take other actions, if any, required by Applicable Law; and,

26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Frontier's standard procedures for isolating and clearing the outage or trouble. For

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additional information, go to https://wholesale.frontier.com/wholesale/ under Systems and Online Tools, then Trouble Administration.

26.5 Testing and Trouble Responsibilities. The Parties agree to:

26.5.1 Cooperatively plan and implement coordinated repair procedures for the local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

26.5.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

26.5.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

26.5.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

26.5.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.

26.5.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day, 7 days a week.

26.5.7 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

26.5.8 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:

26.5.8.1 No trouble is found in the Interconnection trunks; or

26.5.8.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

26.5.8.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.

26.5.8.4 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

26.5.8.5 Billing for maintenance service is based on Frontier's respective tariff.

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27. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with 2-day or next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and

29.1.3 shall be delivered to the following addresses of the Parties:

To WCL:
Lynn Hughes
Director Legal – Local Tariffs and Interconnection
4001 Rodney Parham Rd, Mailstop: B1F03-71A
Little Rock, AR 72212
Telephone: 501-748-5367
Email: Windstream.Legal.Notices@Windstream.com

To Frontier:
Contract Management
Frontier Communications
7979 N. Belt Line Road, MC: S1C74
Irving, TX 75063
Email Address: contract.management@ftr.com

with a copy to:
Frontier Communications
Kevin Saville, SVP & General Counsel
401 Merritt 7
Norwalk, CT 06851
Email Address: KS9458@ftr.com

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Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service with 2-day or next Business Day delivery, 2-days or the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via electronic mail, if the notice is sent on a Business Day and before 5 PM in the time zone where it is received or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day.

WCL shall notify Frontier, by written notice pursuant to this Section 29, of any changes in the addresses or other WCL contact information identified under Section 29.1.3 above.

30. Ordering and Maintenance

WCL shall use Frontier's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Frontier has not yet deployed an electronic capability for WCL to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Frontier, WCL shall use such other processes as Frontier has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

31. Performance Standards

31.1 Frontier shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

31.2 WCL shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for WCL Customers

32.1 WCL shall establish telephone numbers and mailing addresses at which WCL Customers may communicate with WCL and shall advise WCL Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by Frontier, Frontier shall have no obligation, and may decline, to accept a communication from a WCL Customer, including, but not limited to, a WCL Customer request for repair or maintenance of a Frontier Service provided to WCL.

33. Predecessor Agreements

33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:

33.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of South Carolina pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and

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33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of South Carolina pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Frontier or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

36. Relationship of the Parties

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36.1 The relationship of the Parties under this Agreement shall be that of independent contractors, and not as the agent, employee, or servant of the other Party, and nothing herein shall be construed as creating any other relationship between the Parties.

36.2 Nothing contained in this Agreement shall make either Party, or any personnel furnished by such Party, the employee or agent of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest. Neither Party may be entitled to any benefits available under any plans for such other Party's employees.

36.3 Except for provisions herein expressly authorizing a Party to act for another Party, 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, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors as is consistent with and necessary to preserve its independent contractor status. Each Party shall be solely responsible for all matters relating to payment of its employees including compliance with Social Security, withholding or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, and for worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

36.5 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.

36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 WCL acknowledges WCL has been advised by Frontier that it is Frontier's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. Service to End User

38.1 WCL will be the End User of Record for all services purchased from Frontier. Except as otherwise specified herein, Frontier will only take orders from, bill and expect payment from WCL for all services. WCL will be Frontier's single point of contact for all services purchased pursuant to this Agreement.

38.2 Subject to Section 32, Frontier will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Frontier.

38.3 Frontier maintains the right to actively market and serve directly any End User within Frontier's serving area. Frontier will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of WCL.

38.4 Service is furnished subject to the condition that it will not be used for any unlawful purpose. Frontier may refuse to provide service to WCL when it has reasonable grounds to believe that service will be used in violation of the law, including, but not limited to, Section 24,

38.5 Subject to Section 24, service will be discontinued by Frontier if any law enforcement agency advises that the service is being used in violation of the law.

38.6 Subject to Section 26, Frontier may refuse to provide service to WCL when it has reasonable grounds to believe that service will jeopardize the reliability or efficiency of Frontier's network or interferes with or prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to End Users.

38.7 Subject to Section 30, WCL will be the single point of contact with Frontier for all subsequent ordering activity resulting in additions or changes to services except that Frontier will accept a request directly from the End User for conversion of the End User's service from WCL to Frontier or will accept a request from another carrier for conversion of the End User's service from WCL to the other carrier.

39. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

40. Successors and Assigns

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

41. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential

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information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

42. Tariffs

References to tariffs throughout this Agreement shall be to the currently effective Tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain Frontier services or Tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such Tariff shall be deemed to refer to the service description or publicly posted notice, price guide(s) and or service guide(s) related to that service.

43. Taxes

43.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

43.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company (“Telecommunications Company”), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts (“Receipts Tax”), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

43.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer (“Subscriber”) in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

43.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 43.7. If Applicable Law clearly

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exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

43.5 Liability for Uncollected Tax, Interest and Penalty.

43.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 43, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.

43.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 43.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

43.5.3 If the Providing Party does not collect any Tax as required by Section 43 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

43.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 43.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.

43.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 43.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax

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from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.

43.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

43.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 42, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To WCL:
Shannon Wagner
Email Address: Shannon.Wagner@windstream.com

To Frontier:
Frontier Communications
Tax Department
401 Merritt 7
Norwalk, CT 06851

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

44. Technology Upgrades

Notwithstanding any other provision of this Agreement, Frontier shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Frontier, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate WCL's ability to provide service using certain technologies. Nothing in this Agreement shall limit Frontier's ability to modify its network through the incorporation of new equipment or software or otherwise. WCL shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

45. Territory

45.1 This Agreement applies to the territory in which Frontier operates as an Incumbent Local Exchange Carrier in the State of South Carolina. Frontier shall be obligated to provide Services under this Agreement only within this territory.

45.2 Notwithstanding any other provision of this Agreement, Frontier may terminate this Agreement as to a specific operating territory or portion thereof if Frontier sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Frontier shall provide WCL with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

46. Third Party Beneficiaries

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Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and not for any other Person. Nothing herein shall create or be construed to provide any Person not a Party to this Agreement (including, but not limited to, any third party, End User of WCL, Customers or contractors of a Party) with any remedy, claim, liability, reimbursement, cause of action, or other rights (including, but not limited to, any third-party beneficiary rights) in excess of those existing by reference in this Agreement. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person. Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

47. 252(i) Obligations

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by WCL of any rights it may have under Section 252(i) results in the rearrangement of Services by Frontier, WCL shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Frontier Services.

48. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

49. Waiver

49.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

49.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

49.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

50. Disclaimer of Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT FRONTIER HAS NOT MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY WCL OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY FRONTIER UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

51. Withdrawal of Services

51.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Frontier may terminate its offering and/or provision

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of any Service under this Agreement upon thirty (30) days prior written notice to WCL.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

WINDSTREAM COMMUNICATIONS, LLC

By: Wendy Hays
Wendy Hays (Jan 20, 2022 16:27 CST)

Printed: Wendy Hays

Title: VP Access & Wholesa

Date: Jan 20, 2022

FRONTIER COMMUNICATIONS OF THE CAROLINAS LLC

By: Roderick Cameron
Roderick Cameron (Feb 2, 2022 09:05 EST)

Printed: Roderick Cameron

Title: VP, Carrier Services

Date: Feb 2, 2022

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GLOSSARY

1. General Rule

1.1 The provisions of Sections 1.1 through 1.3 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.

1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

1.4 The words “shall” and “will” are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

2.1 Access Services.

A service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.

2.2 Access Service Request (ASR).

An industry standard form and supporting documentation, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks and to identify specific trunking and facilities for the purposes of interconnection.

2.3 Act.

The Telecommunications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).

2.4 Affiliate.

Shall have the meaning set forth in the Act.

2.5 Agent.

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An agent or servant.

2.6 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.7 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: directory assistance, 9-1-1/E9-1-1, operator services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query and LIDB.

2.8 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means the Federal Unbundling Rules.

2.9 ATIS.

The Alliance for Telecommunications Industry Solutions.

2.10 Automatic Location Identification (ALI) Database.

The emergency services (9-1-1/E9-1-1) database controlled by Frontier containing caller address/location information including the carrier name, National Emergency Numbering Administration ("NENA") ID, Call Back Number, and other carrier information used to process caller location records.

2.11 Automatic Number Identification (ANI).

The signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

2.12 Bona Fide Request (BFR).

The process described in the Network Element Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provide a UNE that it is not otherwise required to provide under the terms of this Agreement.

2.13 Bridged Tap Removal.

The physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the End User may have limited tolerances to total bridged-tap on a circuit.

2.14 Business Day.

Monday through Friday, except for holidays observed by Frontier.

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2.15 Cable Loading.

The process of adding load coils to a metallic cable facility.

2.16 Cable Unloading.

The process of removing load coil(s) from a metallic cable facility.

2.17 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.18 Calendar Year.

January through December.

2.19 Call Back Number.

A telephone number that can be used by the PSAP to re-contact the location from which a 9-1-1/E9-1-1 Call was placed. The telephone number may or may not be the telephone number of the station used to originate the 9-1-1/E9-1-1 Call.

2.20 CCS (Common Channel Signaling).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.21 Central Office.

An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.22 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.23 CLLI Code.

Common Language Location Identifier Codes.

2.24 Commission.

South Carolina Public Service Commission.

2.25 Competitive Local Exchange Carrier (CLEC).

A telephone company certified by the Commission, to operate as a Local Exchange Carrier in the territory in which Frontier operates as an ILEC in the State of South Carolina. WCL is or shortly will become a CLEC.

2.26 Conditioning.

Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.

2.27 Controlling 9-1-1 Authority.

The duly authorized state, county or local government agency empowered by law to oversee the 9-1-1/E9-1-1 services, operations and systems within a defined jurisdiction.

2.28 Calling Party Number CPN.

A CCS parameter that identifies the calling party's telephone number.

2.29 Cross Connection.

For a collocation arrangement, the facilities between the collocating Party's equipment and the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel).

2.30 Customer.

A third-party residence, business or wholesale end-user subscriber to Telephone Exchange Services provided by either of the Parties. A Customer may also include a wholesale End User who utilizes the network of either Party in order to provide its own end to end services (i.e., VoIP Provider).

2.31 Customer Proprietary Network Information (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.32 Dark Fiber Transport.

An optical transmission facility, within a LATA, that Frontier has not activated by attaching multiplexing, aggregation or other electronics, between Frontier switches (as identified in the LERG) or UNE Wire Centers.

2.33 Dedicated Transport.

A DS0-, DS1-, or DS3-capacity transmission facility between Frontier switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Dedicated Transport is sometimes referred to as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Frontier UNE Wire Centers.

2.34 Designated PSAP.

The primary PSAP designated by the Controlling 9-1-1 Authority to receive a 9-1-1/E9-1-1 Call based upon the geographic location of the end user.

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2.35 Digital Loop Carrier (DLC).

A system that enables multiple End Users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.

2.36 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Frontier to provide on an unbundled basis to WCL, whether because the facility was never subject to an unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise.

2.37 Digital Signal Level 0 (DS0).

The 64 Kilobits per second (kbps) zero-level signal in the time-division multiplex hierarchy.

2.38 Digital Signal Level 1 (DS1).

The 1.544 Megabits per second (Mbps) first-level signal in the time-division multiplex hierarchy.

2.39 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.40 Digital Signal Level 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.41 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.42 DS3 Loop.

A digital transmission channel, between the main distribution frame (or its equivalent) in an end user’s serving UNE Wire Center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Frontier TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.

2.43 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.44 End User.

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The ultimate user or consumer of the telecommunications services being sold or resold by either Party.

2.45 End User Location.

The physical location of the premises where an End User makes use of the telecommunications services.

2.46 End User of Record.

The entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

2.47 Enhanced Services.

Refers to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. In addition, and without limiting the foregoing, internet, information services, voicemail, and so-called "chat line" services are Enhanced Services, of which the voice or TDM component both originates and terminates within the local calling area as defined by Frontier's tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.

2.48 Exchange Access.

Shall have the meaning set forth in the Act.

2.49 Exchange Message Interface (EMI).

Standard used for the interexchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in ATIS/OBF-EMI—016, an Alliance Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records. SR-320 published by ATIS.

2.50 Extended Local Calling Scope Arrangement.

An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

2.51 FCC.

The Federal Communications Commission.

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2.52 FCC Internet Orders.

The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the "April 18, 2001 FCC Internet Order"); and, (b) Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (adopted November 5, 2008) (hereinafter the "November 5, 2008 FCC Internet Order").

2.53 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.54 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or Combinations of unbundled Network Elements that is imposed upon Frontier by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any reference in this Agreement to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.55 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving End Office and a remote terminal or feeder/distribution interface.

2.56 FNID (Fiber Network Interface Device).

A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.

2.57 FTTP Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving End Office to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the

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End Office that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

2.58 Hybrid Loop.

A Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.

2.59 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system that integrates within the switch at a DS1 level, which is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.60 Incumbent Local Exchange Carrier (ILEC).

Shall have the meaning set forth in the Act.

2.61 Information Access.

The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

2.62 Inside Wire or Inside Wiring.

All wire, cable, terminals, hardware, and other equipment or materials, on the Customer's side of the Rate Demarcation Point.

2.63 Interconnection.

Shall have the meaning set forth in the Act.

2.64 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems and related facilities.

2.65 Internet Service Provider (ISP) Bound Traffic

Traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet Services, of which the voice or TDM component both originates and terminates within the local calling area as defined by Frontier's tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.

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2.66 Internet Traffic.

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

2.67 InterLATA.

Shall have the meaning set forth in the Act.

2.68 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.69 Integrated Services Digital Network (ISDN).

A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23B+D).

2.70 Interexchange Carrier (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.71 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Frontier and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.72 Local Access and Transport Area (LATA).

Shall have the meaning set forth in the Act.

2.73 Local Exchange Carrier (LEC).

Shall have the meaning set forth in the Act.

2.74 Local Exchange Routing Guide (LERG).

A Telcordia Technologies reference document used by carriers to identify NPA/NXX routing and homing information as well as network element and equipment designations.

2.75 Local Service Provider Guide (the “Guide”).

The document provided to WCL by Frontier, included by reference herein, which outlines the process and procedures for ordering and maintaining carrier services. This document may be updated from time to time by Frontier. This document is to be used as reference only and is not a part of this agreement.

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2.76 Local Service Request (LSR).

An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold Telecommunications Services and Network Elements.

2.77 Local Traffic.

Refers to calls originated by one Party's End Users and terminated to the other Party's End Users within the local exchange area or extended area service toll-free calling area as defined in Frontier's tariffs. Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area regardless of the NXX assigned to the calling and called parties.

2.78 Loop.

A transmission path that extends from a Main Distribution Frame or functionally comparable piece of equipment in a Customer's serving End Office, to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.79 Main Distribution Frame (MDF).

The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminals of a switching system.

2.80 Maintenance Control Office.

Either Party's center responsible for control of the maintenance and repair of a circuit.

2.81 Manhole.

An underground enclosure where conduit(s) are terminated and which provides ready access to conduit system.

2.82 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Frontier local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Frontier local calling area. Frontier local calling areas shall be as defined by Frontier. For the purposes of this definition, a Frontier local calling area includes a Frontier non-optional Extended Local Calling Scope Arrangement but does not include a Frontier optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic.

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2.83 Mobile Wireless Services.

Any mobile wireless Telecommunications Service, including any commercial mobile radio service.

2.84 Multiple Exchange Carrier Access Billing (MECAB).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECAB document, published by ATIS as "ATIS/OBF-MECAB", as revised from time to time, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

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

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECOD document, published by ATIS as "ATIS/OBF-MECOD", as revised from time to time, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.86 Network Element.

Shall have the meaning stated in the Act.

2.87 Network Interface Device (NID).

The NID contains an FCC Part 68 registered jack from which Inside Wire at the End User location may be connected to Frontier's network.

2.88 North American Numbering Plan (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist 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.

2.89 9-1-1/E9-1-1 Call(s).

Call(s) made by the WCL end user by dialing the 3-digit telephone number "9-1-1" to facilitate the reporting of an emergency requiring response by a public safety agency.

2.90 9-1-1/E9-1-1 Service Provider.

An entity authorized to provide 9-1-1/E9-1-1 network and database services within a particular jurisdiction.

2.91 Non-Revertive.

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Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.

2.92 Numbering Plan Area (NPA).

Also sometimes referred to as an area code, is the first 3-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.93 NPA/NXX.

The NPA followed by the NXX (i.e., the first six digits of a ten-digit telephone number).

2.94 NXX, NXX Code, or Central Office Code.

The 3-digit switch entity indicator (i.e., the first three digits of a seven-digit telephone number).

2.95 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.96 Originating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.97 Other Carriers

Any person, corporation, or other legal entity other than WCL herein, to whom Frontier has extended or hereafter shall extend an authorization to occupy its Central Office(s) or conduit system(s).

2.98 Percent Interstate Usage (PIU).

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ([Interstate Traffic Total Minutes of Use {excluding Measured Internet Traffic Total Minutes of Use} ÷ {Interstate Traffic Total Minutes of Use + Intrastate Traffic Total Minutes of Use}] x 100).

2.99 Percent Local Usage (PLU).

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. ([{Reciprocal Compensation Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use} ÷ {Intrastate Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use}] x 100).

2.100 Point of Interconnection (POI).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Interconnection Attachment, a Point of Interconnection shall be at (i) a technically feasible point on Frontier's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. By way of example, a technically feasible Point of Interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Interconnection Wire Center or Frontier End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a WCL Interconnection Wire Center, WCL switch or any portion of a transport facility provided by Frontier to WCL or another party between (x) a Frontier Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of WCL or another party.

2.101 Primary Reference Source.

Equipment that provides a timing signal to synchronize network elements.

2.102 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments.

2.103 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.104 PSAP.

Public Safety Answering Point.

2.105 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.106 Qualifying UNE.

An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under this Agreement or a Frontier UNE Tariff.

2.107 Qualifying Wholesale Services.

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Wholesale services obtained from Frontier under a Frontier access Tariff or a separate wholesale agreement.

2.108 Rate Center Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.109 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection".

2.110 Rate Demarcation Point.

The physical point in a Frontier provided network facility at which Frontier's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, Frontier's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.111 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, applicable FCC orders/FCC Regulations and the USF/ICC Transformation Order, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

2.112 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Frontier's local calling areas as defined by Frontier. Reciprocal Compensation Traffic does <u>not</u> include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Frontier local calling area as defined by Frontier, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM,

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or any other traffic that is not switched by the terminating Party; (6) Transit Service; (7) Voice Information Service Traffic (as defined in Section 4 of the Additional Services Attachment); or, (8) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment). For the purposes of this definition, a Frontier local calling area includes a Frontier non-optional Extended Local Calling Scope Arrangement but does not include a Frontier optional Extended Local Calling Scope Arrangement.

2.113 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.114 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.

2.115 Space.

For the purposes of this agreement Space shall refer to either partitioned (caged) or unpartitioned space (cageless), unless specified otherwise and mutually agreed upon. An enclosed secure area, designated by Frontier within a Frontier Central Office, of a size and dimension specified by WCL and agreed to by Frontier. Partitioned Space is subject to a minimum size requirement of one-hundred (100) square feet of assignable space or such lesser amount agreed to by both parties. Frontier shall design and construct at WCL's expense, subject to WCL's pre-approval of the price, a cage or room to establish a clear division between Frontier's and WCL's area, and for purposes of securing the space for WCL's equipment. Un-partitioned space will have a minimum size of one equipment bay, which shall be deemed the equivalent of 15 sq. feet.

2.116 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Frontier and WCL utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.

2.117 Sub-Loop Distribution Facility.

A two-wire or four-wire metallic distribution facility in Frontier’s network between a Frontier feeder distribution interface ("FDI") and the Rate Demarcation Point for such facility (or NID if the NID is located at such Rate Demarcation Point).

2.118 Switched Exchange Access Service.

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The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.119 Tandem.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.120 Tariff.

2.120.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or

2.120.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term “Tariff” does not include any Frontier Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.121 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.122 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.123 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.124 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.125 Terminating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.126 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

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2.127 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

2.128 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.129 Transit Service.

The delivery of certain traffic between WCL and a third party ILEC, CLEC or CMRS provider by Frontier through Frontier's tandem. The following traffic types will be delivered: (I) Local Traffic originated from WCL to such third-party and (ii) Local Traffic originated from such third-party to Frontier's tandem and terminated to WCL. Transit Service is only provided where Frontier has a tandem.

2.130 Triennial Review Remand Order (TRRO).

The FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005.

2.131 Trunk Side.

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.132 Unbundled Local Loop.

The transmission path from Frontier MDF, or its equivalent, up to and including the Frontier Network Interface Device (NID) at End User premises.

2.133 Universal Digital Loop Carrier (UDLC).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a Customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and UNE Loops.

2.134 UNE Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

2.135 V&H Coordinate.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.136 Voice Grade.

Either an analog signal of 300 to 3000 Hz or a digital signal of 56-64 kbps. When referring to digital Voice Grade service (a 56-64 kbps channel), the terms "DS0" or "sub-DS1" may also be used.

2.137 Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

2.138 xDSL.

As defined and offered in this Agreement. The small “x” before the letters DSL signifies reference to DSL as a generic transmission technology, as opposed to a specific DSL “flavor”.

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ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties.

2. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

3. Directory Listing and Distribution Services

To the extent required by Applicable Law, Frontier will provide directory services to WCL. Such services will be provided in accordance with the terms set forth herein.

3.1 WCL agrees to provide to Frontier or its publisher, as specified by Frontier, all subscriber list information (including additions, changes and deletions) for WCL's End Users and those of any resellers of WCL services, located within Frontier's operating areas at no charge to Frontier. It is the responsibility of WCL to submit directory listings in the prescribed manner to Frontier prior to the directory listing publication cut-off date, which is posted at https://wholesale.frontier.com/wholesale/ under Directory Services then Publication Schedule.

3.2 Frontier will include WCL's End User primary listings in the appropriate sections of its telephone directories (residence and business listings). Listings of WCL's End Users will be inter-filed with listings of Frontier's End Users and the End Users of other LECs, in the local section of Frontier's directories.

3.3 WCL will identify any of these subscribers that are "non-published" End Users. WCL will provide Frontier with the directory information for all its End Users in the format specified in the job aids which are posted at https://wholesale.frontier.com/wholesale/ under Directory Services then Directory Listing Training/Job Aids. Subscriber list information will include the End User's name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Frontier including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Frontier the ability to identify listing ownership. WCL will provide all subscriber listings at no charge to Frontier or its publisher.

3.4 WCL's End Users standard primary listing information in the telephone directories will be provided at no charge.

3.5 WCL is responsible for all listing questions and contacts with its End Users including but not limited to queries, complaints, account maintenance, privacy requirements and services. WCL will provide Frontier with appropriate internal contact information to fulfill these requirements.

3.6 Frontier will accord WCL directory listing information the same level of confidentiality, which Frontier accords its own directory listing information. WCL

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grants Frontier full authority to provide WCL subscriber listings, excluding non-published telephone numbers, to other directory publishers and will indemnify Frontier and its publisher from and against any liability resulting from the provisioning of such listings. In exchange for Frontier providing this subscriber list service, Frontier will charge, bill, collect and retain any monies derived from the sale of WCL listings to other directory publishers.

3.7 Frontier will distribute its telephone directories to WCL's End Users in a manner similar to the way it provides those functions for its own End Users in Frontier's service territory. For WCL End Users whose listings are not maintained in a Frontier database, WCL shall provide the information needed for the distribution of listings in book form to such End Users.

3.8 WCL will adhere to all practices, standards, and ethical requirements of Frontier with regard to listings, and, by providing Frontier with listing information, warrants to Frontier that WCL has the right to place such listings on behalf of its End Users. WCL agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. WCL shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information and for supplying Frontier with applicable listing information. In addition, WCL agrees to release, defend, hold harmless and indemnify Frontier from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Frontier's listing of the information provided by WCL hereunder.

3.9 Frontier's liability to WCL in the event of a Frontier error in or omission of a listing will not exceed the amount of charges actually paid by WCL for such listing. In addition, WCL agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Frontier's liability to WCL's End Users in the event of a Frontier error in or omission of a listing will be subject to the same limitations that Frontier's liability to its own End Users are subject to.

4. Voice Information Service Traffic

4.1 For purposes of this Section 4, (a) Voice Information Service means a service that provides (i) recorded voice announcement information or (ii) a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Interconnection Attachment.

4.2 If a WCL Customer is served by resold Frontier dial tone line Telecommunications Service, to the extent reasonably feasible, Frontier will route Voice Information Service Traffic originating from such Service to the appropriate Voice Information Service connected to Frontier's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, WCL shall pay to Frontier without discount any Voice Information Service provider charges billed by Frontier to WCL. WCL shall

pay Frontier such charges in full regardless of whether or not WCL collects such charges from its Customer.

4.3 WCL shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Frontier's network. In the event WCL exercises such option, WCL will establish, at its own expense, a dedicated trunk group to the Frontier Voice Information Service serving switch. This trunk group will be utilized to allow WCL to route Voice Information Service Traffic originated on its network to Frontier. For such Voice Information Service Traffic, unless WCL has entered into a written agreement with Frontier under which WCL will collect from WCL's Customer and remit to Frontier the Voice Information Service provider's charges, WCL shall pay to Frontier without discount any Voice Information Service provider charges billed by Frontier to WCL. WCL shall pay Frontier such charges in full regardless of whether or not WCL collects such charges from its own Customer.

5. Transfer of Service (Excluding Resale)

5.1 Coordination of Transfer of Service. To serve the public interest of End Users, the Parties agree that, when an End User transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

5.2 Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Frontier may describe some of these procedures in its Guide. Reference to Frontier Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described herein. If any provision contained in this Agreement and the Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall apply.

5.3 Coordinated Transfer of Service Activities. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday excluding holidays. Frontier may charge WCL for the coordinated transfer of service activities scheduled outside of the specified hours in accordance with Frontier's tariff.

5.4 Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each End User initiating transfer of service from one Party to the other Party if necessary. The Party obtaining the LOA from the End User will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. If there is a conflict between an End User and WCL regarding the disconnection or provision of services, Frontier will honor the latest dated Letter of Authorization. If the End User's service has not been disconnected and services have not yet been established, WCL will be responsible to pay the applicable service order charge for any order it has

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placed. If the End User's service has been disconnected and the End User's service is to be restored with Frontier, WCL will be responsible to pay the applicable nonrecurring charges as set forth in Frontier applicable tariff to restore the End User's prior service with Frontier.

5.5 Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement, where transfer of service announcement capability is available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided, where available, by the Party formerly providing service to the extent and at the price specified in the applicable Frontier tariff.

5.6 Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. When an End User changes service from one Party to the other Party and the End User retains his or her original telephone number(s), the Party from which the End User is transferring will honor requests for disconnection and local number portability, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring will provide the other Party the End User's name, address, current telephone number, and the Location Routing Number (LRN) for LNP, and the date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnection, the connection, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

5.7 Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.

5.8 Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for End Users having the same billing account number.

5.9 Access to the Network Interface Device (NID). Each Party will allow the other Party access to the End User side of the NID consistent with FCC rules. The Party to which the End User is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the End User is transferring service. Where a NID is of the type which provides for End User access to one side of the NID, the Party to which the End User is transferring service may elect to remove the inside wire at the connection(s) within the End User side of the NID. Where a NID is of an older type not allowing access to the End User side of the NID, the Party to which the End User is transferring service must make a clean cut of the inside wire at the closest point to the NID.

5.10 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment 7, Pricing.

5.11 Service Date Modifications/ Carrier Not Ready. WCL may request a change in due date at least 24 hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received

after the LSR has been confirmed via firm order commitment (FOC). Supplemental order charges are listed in Attachment 7, Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, WCL will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required, and associated charges will apply. These charges will apply on a per occurrence basis.

6. Originating Line Number Screening (OLNS)

Upon WCL's request, Frontier will update its database used to provide originating line number screening (the database of information which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS)).

7. Operations Support Systems (OSS) Services

7.1 Frontier Operations Support Systems (OSS): Frontier systems for pre-ordering, ordering/provisioning, trouble reporting, maintenance, and billing. Frontier provides various systems and online tools to assist with ordering services and viewing account activities. For access, go to https://wholesale.frontier.com/wholesale/ under Getting Started and Systems/Online Tools.

7.2 Frontier OSS Services: Access to Frontier OSS functions. The term "Frontier OSS Services" includes, but is not limited to: (a) Frontier's provision of WCL Usage Information to WCL pursuant to Section 7.6 of this Attachment; and, (b) "Frontier OSS Information", as defined in Section 7.4 of this Attachment.

7.2.1 Upon request by WCL, Frontier shall provide to WCL Frontier OSS Services. Such Frontier OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.

7.2.2 Subject to the requirements of Applicable Law, Frontier Operations Support Systems, Frontier OSS functions, Frontier OSS Facilities, Frontier OSS Information, and the Frontier OSS Services that will be offered by Frontier, shall be as determined by Frontier. Subject to the requirements of Applicable Law, Frontier shall have the right to change Frontier Operations Support Systems, Frontier OSS functions, Frontier OSS Facilities, Frontier OSS Information, and the Frontier OSS Services, from time-to-time, without the consent of WCL.

7.2.3 To the extent required by Applicable Law, in providing Frontier OSS Services to WCL, Frontier will comply with Frontier's applicable OSS Change Management Process, as modified from time-to-time, including, but not limited to, the provisions related notification of changes in Frontier OSS Services. Frontier's OSS Change Management Process can be found at https://wholesale.frontier.com/wholesale/ under OSS Interface Change Management.

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7.3 Access to and Use of Frontier OSS Facilities: Frontier OSS Facilities are any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Frontier to provide Frontier OSS Services to WCL.

7.3.1 Frontier OSS Facilities may be accessed and used by WCL only to the extent necessary for WCL's access to and use of Frontier OSS Services pursuant to this Agreement.

7.3.2 Frontier OSS Facilities may be accessed and used by WCL only to provide Telecommunications Services to WCL Customers.

7.3.3 WCL shall restrict access to and use of Frontier OSS Facilities to WCL. This Section 7 does not grant to WCL any right or license to grant sublicenses to other persons, or permission to other persons (except WCL's employees, agents and contractors, in accordance with Section 7.3.7 of this Attachment), to access or use Frontier OSS Facilities.

7.3.4 WCL shall not (a) alter, modify or damage the Frontier OSS Facilities (including, but not limited to, Frontier software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Frontier OSS Facilities, or (c) obtain access through Frontier OSS Facilities to Frontier databases, facilities, equipment, software, or systems, which are not offered for WCL's use under this Section 7.

7.3.5 WCL shall comply with all practices and procedures established by Frontier for access to and use of Frontier OSS Facilities (including, but not limited to, Frontier practices and procedures with regard to security and use of access and user identification codes).

7.3.6 All practices and procedures for access to and use of Frontier OSS Facilities, and all access and user identification codes for Frontier OSS Facilities: (a) shall remain the property of Frontier; (b) shall be used by WCL only in connection with WCL's use of Frontier OSS Facilities permitted by this Section 7; (c) shall be treated by WCL as Confidential Information of Frontier pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by WCL to Frontier upon the earlier of request by Frontier or the expiration or termination of this Agreement.

7.3.7 WCL's employees, agents and contractors may access and use Frontier OSS Facilities only to the extent necessary for WCL's access to and use of the Frontier OSS Facilities permitted by this Agreement. Any access to or use of Frontier OSS Facilities by WCL's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 7.4.3.2 of this Attachment.

7.4 Frontier OSS Information: Any information accessed by, or disclosed or provided to, WCL through or as a part of Frontier OSS Services. The term "Frontier OSS Information" includes, but is not limited to: (a) any Customer Information related to a Frontier Customer or a WCL Customer accessed by, or disclosed or provided to, WCL through or as a part of Frontier OSS Services; and, (b) any WCL Usage Information (as defined in Section 7.6 of this Attachment) accessed by, or disclosed or provided to, WCL.

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7.4.1 Subject to the provisions of this Section 7, in accordance with, but only to the extent required by, Applicable Law, Frontier grants to WCL a non-exclusive license to use Frontier OSS Information.

7.4.2 All Frontier OSS Information shall at all times remain the property of Frontier. Except as expressly stated in this Section 7, WCL shall acquire no rights in or to any Frontier OSS Information.

7.4.3 The provisions of this Section 7.4.3 shall apply to all Frontier OSS Information, except (a) WCL Usage Information, (b) CPNI of WCL, and (c) CPNI of a Frontier Customer or a WCL Customer, to the extent the Customer has authorized WCL to use the CPNI.

7.4.3.1 Frontier OSS Information may be accessed and used by WCL only to provide Telecommunications Services to WCL Customers.

7.4.3.2 WCL shall treat Frontier OSS Information that is designated by Frontier, through written or electronic notice (including, but not limited to, through the Frontier OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Frontier pursuant to Section 10 of the General Terms and Conditions.

7.4.3.3 Except as expressly stated in this Section 7, this Agreement does not grant to WCL any right or license to grant sublicenses to other persons, or permission to other persons (except WCL's employees, agents or contractors, in accordance with Section 7.4.3.4 of this Attachment), to access, use or disclose Frontier OSS Information.

7.4.3.4 WCL's employees, agents and contractors may access, use and disclose Frontier OSS Information only to the extent necessary for WCL's access to, and use and disclosure of, Frontier OSS Information permitted by this Section 7. Any access to, or use or disclosure of, Frontier OSS Information by WCL's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions of this Attachment.

7.4.3.5 WCL's license to use Frontier OSS Information shall expire upon the earliest of: (a) the time when the Frontier OSS Information is no longer needed by WCL to provide Telecommunications Services to WCL Customers; (b) termination of the license in accordance with this Section 7; or (c) expiration or termination of this Agreement.

7.4.3.6 All Frontier OSS Information received by WCL shall be destroyed or returned by WCL to Frontier, upon expiration, suspension or termination of the license to use such Frontier OSS Information.

7.4.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 7 (including, but not limited to, Section 2.2

of the General Terms and Conditions Section of this Agreement), WCL's access to Frontier OSS Information through Frontier OSS Services shall terminate upon the expiration or termination of this Agreement.

7.4.5 Audits.

7.4.5.1 Frontier shall have the right (but not the obligation) to audit WCL to ascertain whether WCL is complying with the requirements of Applicable Law and this Agreement with respect to WCL's access to, and use and disclosure of, Frontier OSS Information.

7.4.5.2 Without in any way limiting any other rights Frontier may have under this Agreement or Applicable Law, Frontier shall have the right (but not the obligation) to monitor WCL's access to and use of Frontier OSS Information which is made available by Frontier to WCL pursuant to this Agreement, to ascertain whether WCL is complying with the requirements of Applicable Law and this Agreement, with regard to WCL 's access to, and use and disclosure of, such Frontier OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor WCL's access to and use of Frontier OSS Information which is made available by Frontier to WCL through Frontier OSS Facilities.

7.4.5.3 Information obtained by Frontier pursuant to this Section 7.4.5 shall be treated by Frontier as Confidential Information of WCL pursuant to Section 10 of the General Terms and Conditions; provided that, Frontier shall have the right (but not the obligation) to use and disclose information obtained by Frontier pursuant to Section 7.4.5 of this Attachment to enforce Frontier's rights under this Agreement or Applicable Law.

7.4.6 WCL acknowledges that the Frontier OSS Information, by its nature, is updated and corrected on a continuous basis by Frontier, and therefore that Frontier OSS Information is subject to change from time to time.

7.5 Frontier Retail Telecommunications Service: Any Telecommunications Service that Frontier provides at retail to subscribers that are not Telecommunications Carriers. The term "Frontier Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Frontier.

7.6 WCL Usage Information: For a Frontier Retail Telecommunications Service purchased by WCL pursuant to the Resale Attachment, the usage information that Frontier would record if Frontier was furnishing such Frontier Retail Telecommunications Service to a Frontier end-user retail Customer.

7.6.1 Upon request by WCL, Frontier shall provide to WCL, WCL Usage Information. Such WCL Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.

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7.6.2 WCL Usage Information will be available to WCL through Network Data Mover (NDM) or other such media as mutually agreed by both Parties.

7.6.3 WCL Usage Information will be provided in an ATIS EMI format.

7.6.4 Except as stated in this Section 7.6, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, WCL Usage Information will be provided to WCL shall be determined by Frontier.

7.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

7.8 Liabilities and Remedies.

7.8.1 Any breach by WCL, or WCL's employees, agents or contractors, of the provisions of Sections 7.3 or 7.4 of this Attachment shall be deemed a material breach of this Agreement. In addition, if WCL an employee, agent or contractor of WCL at any time breaches a provision of Sections 7.3 or 7.4 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from then, except as otherwise required by Applicable Law, Frontier shall have the right, upon notice to WCL, to suspend the license to use Frontier OSS Information granted by Section 7.4.1 of this Attachment and/or the provision of Frontier OSS Services, in whole or in part.

7.8.2 WCL agrees that Frontier would be irreparably injured by a breach of Sections 7.3 or 7.4 of this Attachment by WCL or the employees, agents or contractors of WCL, and that Frontier shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to any other remedies available under this Agreement or at law or in equity.

7.9 Relation to Applicable Law.

7.9.1 The provisions of Sections 7.3, 7.4 or 7.8 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Frontier of any right with regard to protection of the confidentiality of the information of Frontier or Frontier Customers provided by Applicable Law.

7.10 Cooperation.

7.10.1 WCL, at WCL's expense, shall reasonably cooperate with Frontier in using Frontier OSS Services. Such cooperation shall include, but not be limited to, the following:

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7.10.2 Upon request by Frontier, WCL shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Frontier reasonable, good faith estimates of the volume of each type of OSS transaction that WCL anticipates submitting in each week of the next Calendar Quarter.

7.10.3 WCL shall reasonably cooperate with Frontier in submitting orders for Frontier Services and otherwise using the Frontier OSS Services, in order to avoid exceeding the capacity or capabilities of such Frontier OSS Services.

7.10.4 WCL shall participate in cooperative testing of Frontier OSS Services and shall provide assistance to Frontier in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Frontier OSS Services.

7.11 Frontier Access to Information Related to WCL Customers.

7.11.1 Frontier shall have the right to access, use and disclose information related to WCL Customers that is in Frontier's possession (including, but not limited to, in Frontier OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the WCL Customer in the manner required by Applicable Law.

7.11.2 Upon request by Frontier, WCL shall negotiate in good faith and enter into a contract with Frontier, pursuant to which Frontier may obtain access to WCL's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Frontier to obtain information related to WCL Customers (as authorized by the applicable WCL Customer), to permit Customers to transfer service from one Telecommunications WCL to another, and for such other purposes as may be permitted by Applicable Law.

7.12 Cancellations.

7.12.1 Frontier may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date.

8. Poles, Ducts, Conduits and Rights-of-Way

8.1 Frontier shall afford WCL non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Frontier. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Frontier's applicable Tariffs, or, in the absence of an applicable Frontier Tariff, Frontier's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

8.2 WCL shall afford Frontier non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by WCL. Such access shall be provided pursuant to WCL's applicable Tariffs, or, in the absence of an applicable WCL Tariff, WCL's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be

negotiated by the Parties. The terms, conditions and prices offered to Frontier by WCL for such access shall be no less favorable than the terms, conditions and prices offered to WCL by Frontier for access to poles, ducts, conduits and rights of way owned or controlled by Frontier.

9. Telephone Numbers

9.1 This Section applies in connection with WCL Customers served by Telecommunications Services provided by Frontier to WCL for resale. Telephone numbers associated with Frontier's retail Telecommunication Services offered for resale are assigned to the service furnished. WCL has no property right to the telephone number or any other call number designation associated with services furnished by Frontier, and no right to the continuance of service through any particular central office.

9.2 WCL's use of telephone numbers shall be subject to Applicable Law and the rules of the North American Numbering Council, the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 9), and Frontier's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.

9.3 Subject to Sections 9.2 and 9.4 of this Attachment, if a Customer of either Frontier or WCL who is served by a Frontier Telecommunications Service ("FTS") changes the LEC that serves the Customer using such FTS (including a change from Frontier to WCL, from WCL to Frontier, or from WCL to a LEC other than Frontier), after such change, the Customer may continue to use with such FTS the telephone numbers that were assigned to the FTS for the use of such Customer by Frontier immediately prior to the change.

9.4 Frontier reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.

9.5 If service on a FTS provided by Frontier to WCL under this Agreement is terminated and the telephone numbers associated with such FTS have not been ported to a WCL switch, the telephone numbers shall be available for reassignment by Frontier to any person to whom Frontier elects to assign the telephone numbers, including, but not limited to, Frontier, Frontier Customers, WCL, or Telecommunications Carriers other than Frontier and WCL.

9.6 WCL may reserve telephone numbers only to the extent Frontier's Customers may reserve telephone numbers.

10. Unauthorized Carrier Change Charges

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the

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appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.

11. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with WCL reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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INTERCONNECTION ATTACHMENT

1. Interconnection Trunking Arrangements

1.1 The Parties will interconnect their networks directly or indirectly as specified in the terms and conditions contained herein. POIs set forth in this Attachment, may be modified from time to time by either Party only with the written consent of the other Party. WCL will agree to establish each POI at a technically feasible point on Frontier's network in a LATA. By way of example, a technically feasible point of interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Interconnection Wire Center or Frontier End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a WCL Interconnection Wire Center, WCL switch, or any portion of a transport facility provided by Frontier to WCL or another party between (x) a Frontier Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of WCL or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Frontier's network" shall apply (and are hereby incorporated by reference) each time the term "on Frontier's network" is used in this Agreement.

2. Points of Interconnection and Trunk Types

2.1 Point(s) of Interconnection.

2.1.1 Each Party, will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Frontier be required to modify its network to accommodate the Interconnection request made by WCL, WCL agrees to pay Frontier reasonable charges for such modifications. If WCL uses a third-party network to reach the POI, WCL will bear all third-party carrier charges for facilities and traffic in both directions on its side of the POI.

2.2 Trunk Types.

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll-free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Transit Service, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll-free service access code (e.g., 800/888/877) traffic, between WCL Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Frontier access Tandem in accordance with Sections 10 through 12 of this Attachment; and

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2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll-free service access code (e.g. 800/888/877) traffic.

2.2.1.4 For all FGD and un-queried 8YY traffic, originated by WCL, WCL agrees to provide Frontier with applicable meet point billing records.

2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 9-1-1/E9-1-1 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).

2.2.2.1 Connecting WCL's switch to the applicable E9-1-1 routers. If WCL purchases such services from Frontier, they will be provided at full applicable tariff rates. For all 9-1-1/E9-1-1 traffic originating from WCL, it is the responsibility of WCL and the appropriate state or local public safety answering agency to negotiate the manner in which 9-1-1/E9-1-1 traffic from WCL will be processed.

2.2.3 WCL shall establish, at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Frontier Tandem in a LATA with a subtending End Office(s) to which WCL originates calls for Frontier to terminate.

2.2.4 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

2.2.4.1 In the event the volume of traffic between a Frontier End Office and a technically feasible Point of Interconnection on Frontier's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month, WCL shall promptly submit an ASR to Frontier to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Frontier End Office and the technically feasible Point of Interconnection on Frontier's network.

2.2.4.2 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a technically feasible Point of Interconnection on Frontier's network and a Frontier Tandem will be limited to a maximum of 240 trunks. In the event that the volume of

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traffic between a technically feasible Point of Interconnection on Frontier's network and a Frontier Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, WCL shall promptly submit an ASR to Frontier to establish new or additional End Office Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Frontier's network and the Frontier Tandem does not exceed the capacity of the 240 trunks.

2.3 Two-Way Interconnection Trunks.

2.3.1 Interconnection will be provided via two-way trunks. WCL, at its own expense, shall:

2.3.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA; and/or

2.3.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA (a) from a third party, or, (b) if Frontier offers such transport pursuant to a Frontier access Tariff, from Frontier.

2.3.2 Prior to establishing any Two-Way Interconnection Trunks, WCL shall meet with Frontier to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA at which the Parties interconnect for the exchange of traffic. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All Interconnection facilities and trunking will be ordered using industry standard ASR as referenced at https://wholesale.frontier.com/wholesale/ under Access Services, then Access Reference Documents.

2.3.3 Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

2.3.4 In addition to the forecasting requirements described in Section 15.2, on a semi-annual basis, WCL shall submit a good faith forecast to Frontier of the number of End Office and Tandem Two-Way Interconnection Trunks that WCL anticipates Frontier will need to provide during the ensuing two (2) year period for the exchange of traffic between WCL and Frontier. WCL's trunk forecasts shall conform to the Frontier Trunk Forecast template at https://wholesale.frontier.com/wholesale/ under Access Services, then Access Reference Documents. Orders for trunks that exceed

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forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.

2.3.4.1 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

2.3.5 The Parties shall meet from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

2.3.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and WCL will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

2.3.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.

2.3.8 Two-Way Interconnection Trunk groups that connect to a Frontier access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Frontier local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Frontier and WCL shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).

2.3.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.3.10 WCL shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. WCL shall order Two-Way Interconnection Trunks by submitting ASRs to Frontier setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Frontier's effective standard intervals or negotiated intervals, as appropriate. WCL shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.

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2.3.11 Frontier may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Frontier observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and WCL has not notified Frontier that it has corrected such blocking, Frontier may submit to WCL a Trunk Group Service Request directing WCL to remedy the blocking. Upon receipt of a Trunk Group Service Request, WCL will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Frontier within five (5) Business Days.

2.3.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. WCL will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, WCL will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event WCL fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Frontier may disconnect the excess Interconnection Trunks or bill (and WCL shall pay) for the excess Interconnection Trunks at the applicable Frontier rates.

2.3.13 Because Frontier will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and WCL's network, Frontier's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

2.3.14 WCL will route its traffic to Frontier over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from WCL to a Frontier End Office will first be routed to the End Office Interconnection Trunk group between WCL and the Frontier End Office.

3. Alternative Interconnection Arrangements

3.1 Fiber Meet Arrangement Provisions.

3.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the

relevant exchanges equal to at least one (1) DS-3 and (b) neither WCL nor any of WCL's affiliates has an overdue balance on any bill rendered to WCL or WCL's affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.

3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Frontier Tandem or End Office and Frontier shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.

3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of only the following traffic types (over the Interconnection Trunks):

3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.2 Translated LEC IntraLATA toll-free service access code (*e.g.*, 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.3 IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.4 Tandem Transit Traffic; and

3.1.3.5 Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 through 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay

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the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Frontier shall charge (and WCL shall pay) Frontier's applicable rates and charges as set forth in the Agreement and Frontier's applicable Tariffs, including transport charges to the terminating Frontier Tandem.

3.1.4 At WCL's written request, a Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of the following traffic types over the following trunk types:

3.1.4.1 Operator services traffic from WCL's Telephone Exchange Service Customers to an operator services provider over operator services trunks;

3.1.4.2 Directory assistance traffic from WCL's Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;

3.1.4.3 9-1-1 traffic from WCL's Telephone Exchange Service Customers to Tandem Office(s)/Selective Router(s) over 9-1-1/E9-1-1 trunks; and

3.1.4.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll-free service access code (*e.g.*, 800/888/877) traffic, between WCL's Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Frontier access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of any traffic of the types set forth in this Section 3.1.4 Frontier may bill (and WCL shall pay) Frontier's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in Sections 3.1.3 and/or 3.1.4 of this Interconnection Attachment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.

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3.1.5 WCL will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Frontier under the Agreement.

4. Initiating Interconnection

4.1 If WCL determines to offer Telephone Exchange Services and to interconnect with Frontier in any LATA in which Frontier also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, WCL shall provide written notice to Frontier.

4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Frontier's network to be established in the relevant LATA in accordance with this Agreement; (c) WCL's intended Interconnection activation date; (d) a forecast of WCL's trunking requirements conforming to Section 15.2 of this Attachment; and (e) such other information as Frontier shall reasonably request in order to facilitate Interconnection.

4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated above. Within ten (10) Business Days of Frontier's receipt of WCL's notice provided for in Section 4.1 of this Attachment, Frontier and WCL shall confirm the technically feasible Point of Interconnection on Frontier's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 For Interconnection Trunks, if WCL wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.2 When Interconnection Trunks are provisioned using a DS3 interface facility, if WCL orders the multiplexed DS3 facilities to a Frontier Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without

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limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

5.2.4 For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.

5.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing WCL traffic to Frontier, the subtending arrangements between Frontier Tandems and Frontier End Offices shall be the same as the Tandem/End Office subtending arrangements Frontier maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Frontier Tandem subtended by the terminating End Office serving the Frontier Customer). For purposes of routing Frontier traffic to WCL, the subtending arrangements between WCL Tandems and WCL End Offices shall be the same as the Tandem/End Office subtending arrangements that WCL maintains for the routing of its own or other carriers' traffic.

5.4 Signaling.

5.4.1 Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

5.4.2 Each Party shall have the capability to exchange signaling messages to facilitate full interoperability of all SS7 or other signaling features, as applicable.

5.4.3 The Parties shall cooperate fully and shall use commercially reasonable efforts to obtain cooperation from any underlying carrier in the downstream/egress call processing in investigating any issues relating to the processing or delivery of call signaling information.

5.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 15.1 of this Attachment.

5.6 Call Routing Restrictions.

Neither Party shall deliver back to any switched service provided by the originating Party any call delivered by the originating Party to the other Party

under this Agreement. To the extent call looping or other technical issues arise, the Parties shall use commercially reasonable efforts to resolve such issues in an expeditious manner.

5.7 Abnormal Traffic Patterns.

When either Party detects that the other Party is generating traffic or call attempts with duplicate, or repeated, numbers dialed in succession and/or abnormally short duration calls, such Party may give notice to the other Party and both Parties shall use commercially reasonable efforts to resolve such issue in an expeditious manner. Each Party reserves the right to take action to protect the integrity of its network.

6. Traffic Measurement and Billing over Interconnection Trunks

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Transit Service rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.

6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Transit Service), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply PIU and PLU factors. The PIU and PLU factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining

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terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll-free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.

6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

6.5 If and, to the extent that, a WCL Customer receives V/FX Traffic, WCL shall promptly provide notice thereof to Frontier (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Frontier Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Frontier's Customers to such WCL Customers.

7. Reciprocal Compensation for the Transport and Termination of Interchanged Traffic

7.1 Reciprocal Compensation. The Parties agree to exchange Reciprocal Compensation traffic on a bill and keep basis in accordance with the USF/ICC Transformation Order as such order may be revised, reconsidered, modified or changed in the future. For clarity, Reciprocal compensation rates were reduced to zero, effective July 1, 2018 pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.

7.2 Traffic Not Subject to Reciprocal Compensation.

7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.

7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.

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7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.

7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.

7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

7.2.6 Reciprocal Compensation shall not apply to Transit Service.

7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a WCL Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, WCL shall pay Frontier's originating access charges for all V/FX Traffic originated by a Frontier Customer, and WCL shall pay Frontier's terminating access charges for all V/FX Traffic originated by a/an WCL Customer.

8. Prohibited Traffic

8.1 The Services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

8.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;

8.1.2 Traffic that unreasonably harms, frightens, or abuses; and

8.1.3 Traffic that unreasonably interferes with the use of the Frontier's network.

8.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:

8.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;

8.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;

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8.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;

8.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;

8.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;

8.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;

8.2.7 Denial of Service attacks; and

8.2.8 Artificial traffic stimulation, revenue pumping, and regulatory arbitrage.

8.3 If Frontier reasonably believes that WCL is transmitting any of the preceding types of traffic using any Service provided under this Agreement, Frontier may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, WCL that transmitted the relevant traffic to Frontier must indemnify Frontier against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by Frontier's gross negligence or willful misconduct.

8.4 WCL agrees that if it receives a request for information about traffic sent to Frontier which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator or from Frontier, WCL will promptly respond to the authorized traceback request in good faith. WCL agrees that its response shall indicate if it is in the call path as the originating provider of the calls (i.e., WCL received the calls from WCL's end user) or (ii) an intermediate provider (i.e., WCL received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. WCL agrees to provide this information to the authorized traceback administrator without requiring a subpoena or other formal demand or request.

9. Other Types of Traffic

9.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

9.1.1 For the avoidance of doubt, VOIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are

effective, such provisions shall be automatically incorporated into this Agreement. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order,* interexchange VoIP traffic terminated to either Party is subject to access charges based on the appropriate access tariff, and local VoIP traffic terminated to either Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements

9.2 Subject to Section 9.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

9.3 For any traffic originating with a third-party carrier and delivered by WCL to Frontier, WCL shall pay Frontier the same amount that such third-party carrier would have been obligated to pay Frontier for termination of that traffic at the location the traffic is delivered to Frontier by WCL.

9.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic, and Applicable Law.

9.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Frontier's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

10. Transmission and Routing of Exchange Access Traffic

10.1 Scope of Traffic.

Section 10 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between WCL Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where WCL elects to have its End Office Switch subtend a Frontier Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

10.2 Access Toll Connecting Trunk Group Architecture.

10.2.1 If WCL chooses to have its NPA/NXX Code subtend a Frontier access Tandem, WCL's NPA/NXX must be assigned by WCL to a Rate Center Area that Frontier has associated with such Frontier access Tandem.

10.2.2 WCL shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from WCL's Customers.

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10.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office WCL utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Frontier utilizes to provide Exchange Access in such LATA.

10.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow WCL's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Frontier access Tandem.

11. Meet-Point Billing (MPB) Arrangements

11.1 WCL and Frontier will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Frontier access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Frontier's applicable Tariffs. The arrangements described in this Section 11 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Frontier.

11.2 In each LATA, the Parties shall establish MPB arrangements for the applicable WCL Routing Point/Frontier Serving Interconnection Wire Center combinations.

11.3 Interconnection for the MPB arrangement shall occur at each of the Frontier access Tandems in the LATA, unless otherwise agreed to by the Parties.

11.4 WCL and Frontier will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

11.5 In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

11.6 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.

11.7 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each WCL Routing Point/Frontier Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the WCL Routing Point and the Frontier Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 11.18 of this Attachment.

11.8 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Frontier

Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

11.9 Frontier shall provide WCL with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Frontier access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

11.10 WCL shall provide Frontier with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.

11.11 All usage data to be provided pursuant to Sections 11.9 and 11.10 of this Attachment shall be sent to the following addresses:

To WCL:
Steve Weeks
Email Address: Stephen.Weeks@windstream.com

To Frontier:
Frontier Communications
Attention: Access Billing
1225 Jefferson Road, Suite A 201
Rochester, NY 14623

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions.

11.12 WCL and Frontier shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 11. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

11.13 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

11.14 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

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11.15 Except as expressly set forth in this Agreement, nothing contained in this Section 11 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

11.16 MPB will apply for all traffic bearing the 500, 900, toll-free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

11.17 In the event WCL determines to offer Telephone Exchange Services in a LATA in which Frontier operates an access Tandem Switch, Frontier shall permit and enable WCL to subtend the Frontier access Tandem Switch(es) designated for the Frontier End Offices in the area where there are located WCL Routing Point(s) associated with the NPA/NXX(s) to/from which the Switched Exchange Access Services are homed.

11.18 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Frontier Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

a / (a + b) = WCL Billing Percentage

and

b / (a + b) = Frontier Billing Percentage

where:

a = the airline mileage between WCL Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Frontier Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.

11.19 WCL shall inform Frontier of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of WCL's delivery of notice to Frontier, Frontier and WCL shall confirm the Routing Point/Frontier Serving Interconnection Wire Center combination and billing percentages.

12. Toll-free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll-free service access code (e.g., 800/877/888) ("8YY") calls to the other Party. For the purposes of this Section 12, the terms "translated" and "untranslated" refers to those toll-free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all WCL originating "untranslated" 8YY traffic will be routed over a separate One-Way miscellaneous Trunk group.

12.1 When WCL delivers translated 8YY calls to Frontier to be completed by

12.1.1 an IXC:

12.1.1.1 WCL will provide an appropriate EMI record to Frontier;

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12.1.1.2 WCL will bill the IXC WCL's applicable Switched Exchange Access Tariff charges and WCL's applicable Tariff query charges; and

12.1.1.3 Frontier will bill the IXC Frontier's applicable Switched Exchange Access Tariff charges.

12.1.2 Frontier:

12.1.2.1 WCL will provide an appropriate EMI record to Frontier; and

12.1.2.2 WCL will bill Frontier WCL's Switched Exchange Access Tariff charges and WCL's applicable Tariff query charge.

12.1.3 a toll-free service access code service provider in that LATA:

12.1.3.1 WCL will provide an appropriate EMI record to Frontier and the toll-free service access code service provider;

12.1.3.2 WCL will bill the toll-free service access code service provider WCL's applicable Switched Exchange Access Tariff charges and WCL's applicable Tariff query charges; and

12.1.3.3 Frontier will bill the toll-free service access code service provider Frontier's applicable Switched Exchange Access Tariff charges.

12.2 When Frontier performs the query and delivers translated 8YY calls, originated by Frontier's Customer or another LEC's Customer to WCL to be completed by

12.2.1 WCL:

12.2.1.1 Frontier will provide an appropriate EMI record to WCL; and

12.2.1.2 Frontier will bill WCL Frontier's applicable Switched Exchange Access Tariff charges and Frontier's applicable Tariff query charges.

12.2.2 a toll-free service access code service provider in that LATA:

12.2.2.1 Frontier will provide an appropriate EMI record to WCL and the toll-free service access code service provider;

12.2.2.2 Frontier will bill the toll-free service access code service provider Frontier's applicable Switched Exchange Access Tariff charges and Frontier's applicable Tariff query charges; and

12.2.2.3 WCL will bill the toll-free service access code service provider WCL's applicable Switched Exchange Access Tariff charges.

12.3 When WCL delivers untranslated 8YY calls to Frontier to be completed by

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12.3.1 an IXC:

12.3.1.1 Frontier will query the call and route the call to the appropriate IXC;

12.3.1.2 Frontier will provide an appropriate EMI record to WCL;

12.3.1.3 Frontier will bill the IXC Frontier's applicable Switched Exchange Access Tariff charges and Frontier's applicable Tariff query charges; and

12.3.1.4 WCL will bill the IXC WCL's applicable Switched Exchange Access Tariff charges.

12.3.2 Frontier:

12.3.2.1 Frontier will query the call and complete the call;

12.3.2.2 Frontier will provide an appropriate EMI record to WCL;

12.3.2.3 WCL will bill Frontier WCL's applicable Switched Exchange Access Tariff charges.

12.3.3 a toll-free service access code service provider in that LATA:

12.3.3.1 Frontier will query the call and route the call to the appropriate toll-free service access code service provider;

12.3.3.2 Frontier will provide an appropriate EMI record to WCL and the toll-free service access code service provider;

12.3.3.3 Frontier will bill the toll-free service access code service provider Frontier's applicable Switched Exchange Access Tariff and Frontier's applicable Tariff query charges; and

12.3.3.4 WCL will bill the toll-free service access code service provider WCL's applicable Switched Exchange Access Tariff charges.

12.4 Frontier will not direct untranslated toll-free service access code calls to WCL.

13. Transit Service

13.1 As used in this Section, Transit Service is Telephone Exchange Service traffic that originates on WCL's network, and is transported through Frontier's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Frontier, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier"), when neither the originating nor terminating customer is a Customer of Frontier. For the avoidance of any doubt, under no circumstances shall Frontier be required to transit traffic through a Frontier Tandem to an End Office that does not have local Interconnection facilities and direct trunks to that particular Frontier Tandem. Switched Exchange Access Service traffic is not Transit Service.

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13.1.1 If WCL provides service using an NPA-NXX assigned to a rate center where Frontier provides extended area service or an applicable regulatory authority approved optional calling plan, and WCL chooses to indirectly interconnect by using the tandem switching facilities of a third party, Frontier will have no obligation to route and rate traffic to WCL's NPA-NXX as an EAS call or pursuant to an optional calling plan unless WCL has established a trunking and transiting arrangement for this traffic with Frontier and the other telecommunications carrier(s) utilizing the trunk and providing transiting service for the traffic.

13.2 Transit Service provides WCL with the transport of Transit Service as provided below.

13.3 Transit Service may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. WCL shall deliver each Transit Service call to Frontier's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.

13.3.1 WCL may use Transit Service only for traffic that originates on WCL's network and only to send traffic to an Other Carrier with whom WCL has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by WCL and to bill WCL, and not to bill Frontier, for such traffic. WCL agrees not to use Frontier's Transit Service to send traffic to an Other Carrier with whom WCL does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on WCL's network.

13.4 WCL shall pay Frontier for Transit Service at the rates specified in the Pricing Attachment. Frontier will not be liable for compensation to any Other Carrier for any traffic that is transported through Frontier's Tandem and Frontier reserves the right to assess to WCL any additional charges or costs any Other Carrier imposes or levies on Frontier for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Frontier is billed by any Other Carrier for any traffic originated by WCL, Frontier may provide notice to WCL of such billing. Upon receipt of such notice, WCL shall immediately stop using Frontier's Transit Service to send any traffic to such Other Carrier until it has provided to Frontier certification that the Other Carrier has removed such billed charges from its bill to Frontier and that the Other Carrier will not bill Frontier for any traffic originated by WCL. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Frontier.

13.5 If WCL uses Transit Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"). WCL shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Frontier believes that WCL has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.

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13.6 If WCL fails to comply with Section 13 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Frontier may exercise any and all remedies under this Agreement and Applicable Law for such breach.

13.7 If or when a third-party carrier plans to subtend a/an WCL switch, then WCL shall provide written notice to Frontier at least ninety (90) days before such subtending service arrangement becomes effective so that Frontier may negotiate and establish direct interconnection with such third-party carrier. Upon written request from Frontier, WCL shall offer to Frontier a service arrangement equivalent to or the same as Transit Service provided by Frontier to WCL as defined in this Section such that Frontier may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Frontier, CMRS carrier, or other LEC, that subtends a/an WCL Central Office or its equivalent ("Reciprocal Tandem Transit Service"). WCL shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.

13.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

14. Number Resources, Rate Center Areas and Routing Points

14.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX Codes.

14.2 It shall be the responsibility of each Party to program and update its own switches and network systems in order to recognize and route traffic to the other Party's assigned NPA/NXX Codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

14.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, WCL shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Frontier within the LATA and Tandem serving area. WCL shall assign whole NPA/NXX Codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

14.4 WCL will also designate a Routing Point for each assigned NXX Code. WCL shall designate one location for each Rate Center Area in which WCL has established NXX Code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of WCL will be routed in the same manner as calls to WCL's initial NXXs.

14.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain WCL's choices regarding the size of the local calling area(s)

that WCL may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Frontier's local calling areas.

15. Joint Network Implementation and Grooming Process; Forecasting

15.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

15.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Frontier's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.

15.1.2 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;

15.1.3 disaster recovery provision escalations;

15.1.4 additional technically feasible Point(s) of Interconnection on Frontier's network in a LATA as provided in Section 2 of this Attachment; and

15.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

15.2 Trunk Forecasting Requirements.

15.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, WCL shall provide Frontier a two (2)-year traffic forecast that includes the number, type, and capacity of trunks as well as a description of anticipated major network projects. This initial traffic forecast will provide the amount of traffic to be delivered to and from Frontier over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.

15.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, WCL shall provide a new or revised traffic forecast when WCL develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) WCL plans to deploy a new switch; (b) WCL plans to implement a new POI or network architecture; (c) WCL plans to rearrange its network; (d) WCL expects a significant change in interconnection traffic volume; or (e) other activities that are reflected by a significant increase or decrease in

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trunking demand. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.

15.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on WCL or Frontier.

16. Number Portability - Section 251(B)(2)

16.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

16.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will adhere to all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC and will follow the LNP provisioning process recommended by NANC and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. To access LNP job aids go to https://wholesale.frontier.com/wholesale/ under Local Services. Each Party is responsible for providing its own access to the Service Order Administration (SOA). The Parties shall provide LNP on a reciprocal basis.

16.2.1 Frontier will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. An LNP telephone number may be assigned by WCL only to WCL's End Users located within Frontier's rate center, which is associated with the NXX of the ported number.

16.2.2 WCL is responsible to coordinate with the local E9-1-1 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.

16.2.3 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) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

16.2.4 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

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16.2.5 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

16.2.6 When a Customer of Party A ports their telephone numbers to Party B, Party A shall implement the ten-digit trigger in the donor switch where it is available. Party A shall apply the ten-digit unconditional trigger to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

16.2.7 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.

16.2.8 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 16.2.9, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

16.2.9 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX Codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX Codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

16.2.10 Both Parties will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

16.2.10.1 WCL is required to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.

16.2.11 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other

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Party in the event that either Party is unable to perform the routing necessary for LNP.

16.2.11.1 If a Customer of WCL ports their telephone number(s) to Party B, and Frontier routes a call for that ported number to WCL, WCL will route the call to Party B and may assess Frontier a charge not to exceed Frontier's charge for a non-queried call.

16.3 Procedures for Providing NP Through Full NXX Code Migration.

Where Party A has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from Party B, Party A shall cooperate with Party B to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by Party B. 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. Neither Party shall charge the other in connection with this coordinated transfer.

16.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Frontier has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

16.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

16.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 16.4.

17. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with WCL reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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TRAFFIC EXCHANGE ATTACHMENT

1. General

Where both Parties subtend the same Tandem Switch operated by a third party (such third party hereinafter referred to as the "Third Party Tandem Provider" and such switch hereinafter referred to as the "Third Party Tandem Switch"), then, subject to the terms and conditions of this Attachment, for those NPA/NXX codes assigned by each Party to Rate Center Areas served by that Third Party Tandem Switch, the Parties may reciprocally exchange Reciprocal Compensation Traffic, Measured Internet Traffic, intraLATA Toll Traffic, and translated IntraLATA toll-free service access code traffic, originated by their respective Customers, through that Third Party Tandem Switch. For the avoidance of any doubt, nothing in this Attachment shall preclude the Parties from interconnecting their networks in accordance with the Interconnection Attachment, which Interconnection Attachment must be a part of the Agreement.

2. Arrangements With Third Party Tandem Provider

2.1 The Parties acknowledge and agree that, in order to exchange Reciprocal Compensation Traffic, Measured Internet Traffic, IntraLATA Toll Traffic, and translated IntraLATA toll-free service access code traffic under this Attachment, each Party must have established and must maintain its own interconnection and compensation arrangements with the Third Party Tandem Provider for the routing and exchange of the foregoing traffic between the Parties under this Attachment (e.g., arrangements that permit the subject traffic to be exchanged through the Third Party Tandem Provider). In addition, the Parties must also fulfill each of the other requirements of this Attachment.

2.2 If such arrangements between a Party and the Third Party Tandem Provider are terminated (e.g., where a Third Party Tandem Provider does not permit a Party to exchange the foregoing traffic using the Third Party Tandem Switch), that Party shall promptly give written notice thereof to the other Party. Absent the existence of such arrangements with the Third Party Tandem Provider, each Party shall have the right, on written notice to the other Party, to discontinue exchanging the foregoing traffic with the other Party (i.e., receiving such traffic from or, sending such traffic to, the other Party) under this Attachment.

2.3 Notwithstanding any other provision of this Agreement, on one hundred twenty (120) days written notice, a Party may discontinue exchanging the foregoing traffic with the other Party under this Attachment.

2.4 Forecasting Requirements

2.4.1 Within ninety (90) days of executing the Agreement, WCL shall provide Frontier a two (2)-year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Frontier pursuant to this Attachment, over the next eight (8) quarters.

2.4.2 Ongoing forecast requirements. Where the Parties are already exchanging traffic through a Third Party Tandem Switch in a LATA, WCL shall provide a new or revised traffic forecast when WCL develops plans or becomes aware of information that will materially affect the Parties' exchange of traffic through such Third Party Tandem Switch in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) WCL plans to deploy a new

switch; (ii) WCL plans to implement interconnection in accordance with the Interconnection Attachment or a new network architecture; (iii) WCL plans to rearrange its network; or (iv) WCL expects a significant change in traffic volume.

2.4.3 Use of Forecasts. Forecasts provided pursuant to this Agreement are not binding on WCL or Frontier.

2.5 Prior to exchanging traffic through a Third Party Tandem Switch, WCL shall meet with Frontier to conduct a joint planning meeting ("Third Party Tandem Provider Joint Planning Meeting"). At that Third Party Tandem Provider Joint Planning Meeting, each Party shall, among other things, provide to the other Party originating Centum Call Second (Hundred Call Second) information.

2.6 If and, when, the volume of traffic exchanged between a Frontier End Office and WCL switch through a Third Party Tandem Switch exceeds (a) the Centum Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time; (b) 200,000 combined minutes of use for any month; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month, upon the written request of either Party, the Parties shall meet promptly and consider whether to interconnect their respective networks pursuant to the Interconnection Attachment. In the event the Parties so interconnect their respective networks, the Parties shall discontinue exchanging any and all traffic through the Third Party Tandem Switch, unless the Parties otherwise agree to continue exchanging traffic but, on an overflow basis, through the Third Party Tandem Switch.

2.7 Nothing in this Attachment shall be read to require either Party to establish and/or maintain a subtending arrangement with a Third Party Tandem Provider.

3. Initiating Traffic Exchange Under This Attachment

3.1 If WCL determines to offer Telephone Exchange Services and wishes to exchange traffic with Frontier through a Third Party Tandem Switch in any LATA in which Frontier also offers Telephone Exchange Services, WCL shall provide written notice to Frontier of its request to exchange traffic through a Third Party Tandem Switch in such LATA pursuant to this Attachment.

3.2 The notice provided in Section 3.1 of this Attachment shall include (a) WCL's proposed traffic exchange activation date; (b) a forecast of WCL's traffic volumes conforming to Section 2 of this Attachment; and (c) such other information as Frontier shall reasonably request in order to facilitate traffic exchange under this Attachment.

3.3 The traffic exchange activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated in Section 3.2 of this Attachment.

4. Traffic Measurement and Billing

4.1 The Parties agree that they will make commercially reasonable efforts to obtain and utilize accurate and complete recordings, of any traffic exchanged between them under this Attachment, for use in billing.

4.2 At such time as a receiving Party has the capability, on an automated basis, to use CPN to classify traffic from the other Party, exchanged under this

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Attachment, by traffic type (i.e., Reciprocal Compensation Traffic, Measured Internet Traffic, intraLATA Toll Traffic, and IntraLATA toll-free service access code traffic), such receiving Party shall bill the originating Party the rate applicable to each relevant minute of traffic for which CPN is received. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic received from the other Party by traffic type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. In any case, the Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that a Party's equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll-free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

4.3 Each Party reserves the right to audit all traffic exchanged under this Attachment, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.

4.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

4.5 If and, to the extent that, a WCL Customer receives V/FX Traffic exchanged under this Attachment, WCL shall promptly provide notice thereof to Frontier (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Frontier Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Frontier's Customers to such WCL Customers.

5. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with WCL reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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RESALE ATTACHMENT

1. General

Frontier shall provide to WCL, in accordance with this Agreement (including, but not limited to, Frontier's applicable Tariffs) and the requirements of Applicable Law, Frontier's Telecommunications Services for resale by WCL; provided, that notwithstanding any other provision of this Agreement, Frontier shall be obligated to provide Telecommunications Services to WCL only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to WCL to the extent that provision of such Telecommunications Service is not required by Applicable Law. Resale means an activity wherein WCL subscribes to the retail telecommunications services of Frontier and then re-offers and provides those telecommunications services to the public under its own company name.

2. Use of Frontier Telecommunications Services

2.1 Frontier Telecommunications Services may be purchased by WCL under this Resale Attachment only for the purpose of resale by WCL as a Telecommunications Carrier for retail services made available to End Users and uses conforming to the class of service restrictions in Frontier's Local Exchange Service Tariff and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable Commission. Frontier Telecommunications Services to be purchased by WCL for other purposes (including, but not limited to, WCL's own use) must be purchased by WCL pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Frontier Tariffs.

2.2 WCL shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Frontier (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Frontier;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Frontier;

2.2.4 Calling card, employee concession services, promotional service offers less than 90 days, inside wire, installment billing options, enhanced services (excluding voice mail), end user premise equipment, 9-1-1 and E9-1-1 services, interconnection services, legislatively or administratively mandated specialized discounts (e.g., educational institution discounts); or

2.2.5 Any other Frontier service in violation of a restriction stated in this Agreement (including, but not limited to, a Frontier Tariff) that is not prohibited by Applicable Law.

2.2.6 In addition to any other actions taken by WCL to comply with this Section 2.2, WCL shall take those actions required by Applicable Law to determine the eligibility of WCL Customers to purchase a service,

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including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. WCL shall indemnify Frontier from any Claims resulting from WCL's failure to take such actions required by Applicable Law.

2.2.7 Frontier may perform audits to confirm WCL's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

2.3 WCL shall be subject to the same limitations that Frontier's Customers are subject to with respect to any Telecommunications Service that Frontier grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Frontier follows a different practice for Frontier Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.4 Resold services can only be used in the same manner as specified in Frontier's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Frontier in the appropriate section of Frontier's Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one End User.

2.5 WCL shall not be eligible to participate in any Frontier plan or program under which Frontier Customers may obtain products or services, which are not Frontier Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Frontier Telecommunications Services.

2.6 In accordance with 47 CFR § 51.617(b), Frontier shall be entitled to all charges for Frontier Exchange Access services used by interexchange carriers to provide service to WCL Customers.

3. Availability of Frontier Telecommunications Services

3.1 Frontier will provide a Frontier Telecommunications Service to WCL for resale pursuant to this Attachment only where and to the same extent that such Frontier Telecommunications Service is provided to Frontier's Customers. WCL may resell Frontier's services only within Frontier's specific service area as defined in Frontier's Tariff.

3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Frontier shall have the right to add, modify, grandfather, discontinue or withdraw Frontier Telecommunications Services at any time, without the consent of WCL.

3.3 To the extent required by Applicable Law, the Frontier Telecommunications Services to be provided to WCL for resale pursuant to this Attachment will include a Frontier Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement

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or individual case based pricing arrangement) that Frontier is providing to a Frontier Customer at the time the CSA is requested by WCL.

4. Responsibility for Charges

4.1 WCL shall be responsible for and pay to Frontier all charges for any Telecommunications Services provided by Frontier or provided by persons other than Frontier and billed for by Frontier, that are ordered, activated or used by WCL, WCL Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Frontier to WCL pursuant to this Resale Attachment.

4.2 A subscriber line charge (SLC) or any federally mandated or state approved charge to End Users included in Frontier's tariffs will continue to be paid by WCL without discount for each local exchange line resold under this Agreement.

4.3 Law enforcement agency subpoenas and court orders regarding End Users of WCL will be directed to WCL. Frontier will bill WCL for implementing any requests by law enforcement agencies regarding WCL End Users. Frontier will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with WCL's End Users.

4.4 WCL is liable for all fraud associated with service to its End Users and accounts. Frontier takes no responsibility, will not investigate, and will make no adjustments to WCL's account in cases of fraud unless such fraud is the result of intentional misconduct or gross negligence of Frontier.

4.5 Upon request by WCL, Frontier will provide for use on resold Frontier retail Telecommunications Service dial tone lines purchased by WCL such Frontier retail Telecommunications Service call blocking and call screening services as Frontier provides to its own end user retail Customers, where and to the extent Frontier provides such Frontier retail Telecommunications Service call blocking services to Frontier's own end user retail Customers. WCL understands and agrees that certain of Frontier's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding WCL's purchase of such blocking or screening services, WCL's end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which WCL intended to block. Notwithstanding the foregoing, WCL shall be responsible for and shall pay Frontier all charges for Telecommunications Services provided by Frontier or provided by persons other than Frontier and billed for by Frontier in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

5.1.1 Frontier and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Frontier Telecommunications Services.

5.1.2 Frontier shall have access at all reasonable times to WCL Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Frontier Telecommunications Services. WCL

shall, at WCL's expense, obtain any rights and authorizations necessary for such access.

5.1.3 Except as otherwise agreed to in writing by Frontier, Frontier shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by WCL or WCL Customers for use with Frontier Telecommunications Services.

5.1.3.1 WCL accepts responsibility to notify Frontier of situations that may arise which result in service problems.

5.1.3.2 WCL will be the single point of contact for all repair calls on behalf of WCL's End Users.

5.1.3.3 WCL will contact the appropriate repair centers in accordance with procedures established by Frontier.

5.1.3.4 For all repair requests, WCL accepts responsibility for adhering to Frontier' prescreening guidelines prior to referring the trouble to Frontier.

5.1.3.5 Frontier will bill WCL for handling troubles that are found not to be in Frontier' network pursuant to its standard time and material or dispatch charges as set forth in Frontier' Tariff.

5.1.3.6 Frontier reserves the right to contact WCL's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which WCL may initiate.

6. Maintenance of Services

6.1 Services resold by Frontier will be maintained by Frontier, up to and including the Network Interface Device. Any charges associated with maintenance and/or repair of such resold services will be billed to WCL at the same rate Frontier currently bills its own End Users.

6.2 WCL or its End Users may not rearrange, move, disconnect, add additional services, remove or attempt to repair any facilities owned by Frontier, other than by connection or disconnection to any interface means used.

6.3 WCL acknowledges that any chat line services being offered by WCL over Frontier's facilities shall only be provisioned by Frontier on a blockable "NXX" central office code.

7. Branding

7.1 Except as stated in Section 7.2 of this Attachment, in providing Frontier Telecommunications Services to WCL, Frontier shall have the right (but not the obligation) to identify the Frontier Telecommunications Services with Frontier's trade names, trademarks and service marks ("Frontier Marks"), to the same extent that these Services are identified with Frontier's Marks when they are provided to Frontier's Customers. Any such identification of Frontier's

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Telecommunications Services shall not constitute the grant of a license or other right to WCL to use Frontier's Marks.

7.2 To the extent required by Applicable Law, upon request by WCL and at prices, terms and conditions to be negotiated by WCL and Frontier, Frontier shall provide Frontier Telecommunications Services for resale that are identified by WCL's trade name, or that are not identified by trade name, trademark or service mark.

7.3 If Frontier uses a third-party contractor to provide Frontier operator services or Frontier directory assistance, WCL will be responsible for entering into a direct contractual arrangement with the third-party contractor at WCL's expense (a) to obtain identification of Frontier operator services or Frontier directory assistance purchased by WCL for resale with WCL's trade name, or (b) to obtain removal of Frontier Marks from Frontier operator services or Frontier directory assistance purchased by WCL for resale.

8. Rates and Charges

8.1 The rates and charges for Frontier Telecommunication Services purchased by WCL for resale pursuant to this Attachment shall be as provided in this Attachment, the Pricing Attachment, and Frontier's applicable tariffs.

8.2 If telephone service is established and it is subsequently determined that the class of service restriction has been violated, WCL will be notified and billing for that service will be retroactively changed to the appropriate class of service. Service charges for changes between classes of service, back billing, and interest as described in this subsection will apply at Frontier's sole discretion. Interest will apply at the rate of 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less, compounded daily for the number of days from the back billing date to and including the date that WCL actually makes the payment to Frontier may be assessed.

9. Discontinuance of Service to End User

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

9.1 Frontier will temporarily deny service to WCL's End User on behalf of, and at the request of WCL. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of WCL.

9.2 All requests by WCL for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. WCL is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

9.3 WCL will be solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

9.4 Frontier will advise WCL when it is determined that annoyance calls are originated from one of their End User's locations. Frontier will be indemnified, defended and held harmless by WCL and/or the End User against any claim, loss, or damage arising from providing this information to WCL. It is the responsibility of WCL to take the corrective action necessary with its End Users

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who make annoying calls. Failure to do so may at Frontier's option result in Frontier disconnecting the End User's service.

10. Discontinuance of Service to WCL

Unless otherwise defined by the Commission, where WCL discontinues its provision of service to all or substantially all of its End Users, WCL must send advance written notice of such discontinuance to Frontier, comply with any applicable Commission regulatory requirements and to each of WCL's End Users. Such notice must include a verification that WCL has notified its End Users of the discontinuance and must state the date on which such End User notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by WCL, Frontier will serve the End User at its retail rates as if the End User had applied for new service, subject to Frontier's retail connection charges and other requirements applicable to other new End Users including but not limited to payment of deposits, advance payments and prior amounts owing to Frontier.

11. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with WCL reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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NETWORK ELEMENTS ATTACHMENT

1. General

1.1 Frontier shall provide to WCL, in accordance with this Agreement (including, but not limited to, Frontier's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Frontier's Network Elements on an unbundled basis and in combinations (Combinations), and commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Frontier shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to WCL under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to WCL to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.

1.2 To the extent that Frontier files a tariff that specifies terms, conditions, or rates for the performance of any action or obligation that would otherwise be governed by this Agreement and such tariff is duly approved by an appropriate governmental agency with jurisdiction over its subject matter, the terms, conditions, and/or rates of this Agreement will be superseded by the tariff.

1.3 Frontier DOES NOT WARRANT THAT UNBUNDLED NETWORK ELEMENTS ARE COMPATIBLE WITH ANY SPECIFIC FACILITIES OR EQUIPMENT OR CAN BE USED FOR ANY PARTICULAR PURPOSE OR SERVICE. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this agreement apply only to the Unbundled Local Loop as defined herein. Frontier, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in changes to transmission parameters.

1.4 When ordering Unbundled Network Elements, WCL is responsible for obtaining or providing facilities and equipment that are compatible with the service.

1.5 WCL will have responsibility for testing the equipment, network facilities and the Unbundled Local Loop facility.

1.6 UNEs may not be used to provide any service that would degrade or otherwise adversely affect Frontier network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. Frontier will provide WCL each Unbundled Local Loop type according to the technical parameters specified for each Unbundled Local Loop in Section 3 below. Frontier will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if WCL requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, Frontier will consider the request on a case-by-case basis.

1.7 It is WCL's responsibility to provision and provide E9-1-1 Services to its End Users that are provisioned utilizing Frontier UNEs.

1.8 Frontier shall be obligated to combine UNEs that are not already combined in Frontier's network only to the extent required by the Federal Unbundling Rules.

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Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Frontier shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Frontier's network; and (b) Frontier shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination, however, in the event any modification of Frontier facilities is required to implement an unbundled local loop at any given location, and Frontier agrees to do so, additional charges will apply.

1.9 WCL shall access Frontier Unbundled Network Elements specifically identified in this Agreement via Collocation at the Frontier Wire Center where those elements exist, and each UNE shall be delivered to WCL's collocation at applicable rates set forth herein.

1.10 WCL may use a UNE or Combination only for those purposes for which Frontier is required by the Federal Unbundling Rules to provide such UNE or Combination to WCL. Without limiting the foregoing, WCL may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.

1.10.1 Frontier shall not be obligated to provide to WCL, and WCL shall not request from Frontier, access to a proprietary advanced intelligent network service.

1.11 Nothing contained in this Agreement shall be deemed to constitute an agreement by Frontier that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Frontier is required by the Federal Unbundling Rules to provide to WCL on an unbundled basis or in combination with other Network Elements.

1.12 Implementation. To ensure correct provisioning, Frontier highly recommends that WCL and Frontier have a technical meeting prior to WCL ordering Unbundled Network Elements. Certain of Frontier geographical areas are currently served via Digital Loop Carrier (DLC) or Remote Switching Technology. If WCL requests one or more Unbundled Network Elements in these areas, Frontier will notify WCL of the lack of available facilities. WCL may request alternative arrangements if they are available. Additional charges may apply. Frontier will determine separate charges for each request. WCL agrees to pay the quoted charges prior to commencement of work.

1.13 If as the result of WCL Customer actions (e.g., Customer Not Ready ("CNR")), Frontier cannot complete requested work activity when a technician has been dispatched to the WCL Customer premises, WCL will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Frontier's applicable retail or wholesale Tariff or in the Pricing Attachment).

1.14 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Frontier Tariff or SGAT:

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1.14.1 Discontinued Facilities.

1.14.1.1 Frontier may cease offering or providing WCL with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Frontier has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Frontier may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to WCL. If a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Frontier, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date, provided it has given at least ninety (90) days written notice of discontinuance.

1.14.1.2 Where Frontier is permitted to cease providing a Discontinued Facility pursuant to Section 1.14.1.1 above and WCL has not submitted an LSR or ASR, as appropriate, to Frontier requesting disconnection of the Discontinued Facility and has not separately secured from Frontier an alternative arrangement to replace the Discontinued Facility, then Frontier, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to WCL. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Frontier, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Frontier access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which WCL is then enrolled), a resale arrangement, or other analogous arrangement that Frontier shall identify or has identified in writing to WCL, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Frontier's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Frontier access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which WCL is then enrolled), a resale arrangement, or other analogous arrangement that Frontier shall identify or has identified in writing to WCL; provided, however, that Frontier may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if WCL fails to pay when due any applicable new rate or surcharge billed by Frontier.

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1.14.2 Notwithstanding any other provision of the Agreement, WCL shall not request or obtain, and Frontier may reject any WCL order for, a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that WCL seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"): (a) in any case where WCL's order conflicts with a provision of a Frontier Tariff, (b) in any case where WCL's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Frontier has made available to WCL by notice and/or by publication on Frontier's Wholesale website, (c) in any case where WCL's order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether WCL was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Frontier may reject orders for TRRO Certification Elements without first seeking dispute resolution). If WCL, inadvertently or otherwise, submits to Frontier an order that conflicts with this section and Frontier, inadvertently or otherwise, provisions the order on a Section 251 UNE basis, then upon thirty (30) days written notice from Frontier the subject service, facility or arrangement shall be treated as a Discontinued Facility under Section 1.14.1.2 above. The new non-UNE rate and/or surcharge that applies to the Discontinued Facility under Section 1.14.1.2 shall be applied retrospectively back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE rates and the new non-UNE rate and/or surcharge that applies under Section 1.14.1.2).

1.15 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Frontier is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Frontier offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this Attachment to Frontier's provision of an arrangement, facility, service or the like that Frontier is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Frontier may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

1.16 Responsibilities of the Parties. Ninety days prior to submitting any Unbundled Local Loop service orders, WCL must provide to Frontier forecasts of the numbers of Loops that WCL plans to order from Frontier at the exchange level. Thereafter, WCL will update the forecasts on a quarterly basis. The form for submitting initial & subsequent quarterly forecasts is the CLEC Master Account Questionnaire and can be found at https://wholesale.frontier.com/wholesale under Getting Started.

2. Frontier's Provision of Network Elements

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Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall provide WCL access to the following:

2.1 Loops, as set forth in Section 3 of this Attachment;

2.2 Line Splitting (also referred to as "Loop Sharing"), as set forth in Section 4 of this Attachment;

2.3 Sub-Loops, as set forth in Section 5 of this Attachment;

2.4 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 6 of this Attachment;

2.5 Network Interface Device, as set forth in Section 7 of this Attachment;

2.6 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 8 of this Attachment;

2.7 Operations Support Systems, as set forth in Section 9 of this Attachment; and

2.8 Other UNEs in accordance with Section 10 of this Attachment.

3. Loop Transmission Types

3.1 Subject to the conditions set forth in Section 1 of this Attachment, Frontier shall allow WCL to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Frontier shall allow WCL access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.4 below, and Hybrid Loops, in Section 3.5 below, the available Loop types are as set forth below:

3.1.1 "2-Wire ISDN Digital Compatible Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Frontier TR 72575, as revised from time-to-time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Frontier will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 13 of this Attachment.

3.1.2 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 13 of this Attachment. The upstream and downstream ADSL power

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spectral density masks and dc line power limits in Frontier TR 72575, as revised from time-to-time, must be met. “2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Frontier TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 13 of this Attachment.

3.1.3 “4-Wire HDSL-Compatible Loop” or “HDSL 4W” consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Frontier TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 13 of this Attachment.

3.1.4 “4-Wire 56 kbps Loop” is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Frontier shall provide 4-Wire 56 kbps Loops to WCL in accordance with, and subject to, the technical specifications set forth in Frontier TR-72575, as revised from time-to-time. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 13 of this Attachment.

3.1.5 “DS1 Loops” provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Frontier TR 72575, as revised from time to time. The DS1 Loop includes the electronics necessary to provide the DS1 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS1 transmission rate are not available for the requested DS1 Loop, then Frontier will not install new electronics except to the extent required in Section 13 of this Attachment. Frontier will not build new facilities and will not modify existing facilities except to the extent required in Section 13 of this Attachment. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date available for a requested DS1 Loop, upon request by WCL, the DS1 Loop will be furnished with Clear Channel (B8ZS) signaling. Frontier will not install new electronics to furnish Clear Channel (B8ZS) signaling. For purposes of provisions implementing any right Frontier may have to cease providing unbundled access to DS1-capacity Loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS1 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the

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transport of 1.544 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS1 Loop set forth in this section.

3.1.6 "DS3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). The DS3 Loop includes the electronics necessary to provide the DS3 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS3 transmission rate are not available for the requested DS3 Loop, then Frontier will not install new electronics except to the extent required in Section 13 of this Attachment. Frontier will not build new facilities and will not modify existing facilities except to the extent required in Section 13 of this Attachment. For purposes of provisions implementing any right Frontier may have to cease providing unbundled access to DS3-capacity loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS3 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 44.736 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS3 Loop set forth in this section.

3.1.7 "Conditioned Loops" are comprised of designed loops that meet specific WCL requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:

3.1.7.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.7.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.7.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.7.4 a 2W Digital Loop with Frontier-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").

3.1.8 Frontier shall make Conditioned Loops available to WCL at the rates as set forth in the Pricing Attachment. WCL agrees to pay the quoted charges prior to commencement of work.

3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:

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3.2.1 WCL shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Frontier a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

3.2.2 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by WCL, an interval of eighteen (18) Business Days will be required by Frontier to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

3.2.2.1 Three (3) Business Days will be required following receipt of WCL's valid, accurate and pre-qualified Service Order for a Digital Designed or Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.

3.2.2.2 Upon completion of an Engineering Work Order, Frontier will initiate the construction order to perform the changes/modifications to the Loop requested by WCL. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Frontier's standard provisioning intervals.

3.2.3 If WCL requires a change in scheduling, it must contact Frontier to issue a supplement to the original Service Order. If WCL cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, WCL shall compensate Frontier for an Engineering Work Order charge as set forth in the Pricing Attachment. If WCL cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, WCL shall compensate Frontier for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.3 Conversion of Live Telephone Exchange Service to Analog 2W Unbundled Local Loops (Analog 2W Loops).

3.3.1 The following coordination procedures shall apply to "live" cutovers of Frontier Customers who are converting their Telephone Exchange Services to WCL Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Frontier to WCL:

3.3.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If WCL does not request a coordinated cutover, Frontier will process WCL's

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order as a new installation subject to applicable standard provisioning intervals.

3.3.1.2 WCL shall request Analog 2W Loops for coordinated cutover from Frontier by delivering to Frontier a valid electronic Local Service Request ("LSR"). Frontier agrees to accept from WCL the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Frontier Local Carrier Service Center and subject to the availability of Frontier's work force. In the event that Frontier's work force is not available, WCL and Frontier shall mutually agree on a New Conversion Time, as defined below. WCL shall designate the Scheduled Conversion Time subject to Frontier standard provisioning intervals as stated at https://wholesale.frontier.com/wholesale under LSR, as may be revised from time to time. Within three (3) Business Days of Frontier's receipt of such valid LSR, or as otherwise required by the Federal Unbundling Rules, Frontier shall provide WCL the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.3.1.3 WCL shall provide dial tone at the WCL collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

3.3.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

3.3.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

3.3.1.5.1 If Frontier requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from WCL; and

3.3.1.5.2 If WCL requests to reschedule outside the one (1) hour time frame above, WCL shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

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3.3.1.6 If WCL is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Frontier is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Frontier and WCL will reschedule and, upon request from WCL, Frontier will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to WCL is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).

3.3.1.9 If WCL requires Analog 2W Loop conversions outside of the regularly scheduled Frontier Local Carrier Service Center operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled Local Carrier Service Center operating hours.

3.4 FTTP Loops.

3.4.1 New Builds. Notwithstanding any other provision of the Agreement or any Frontier Tariff, WCL shall not be entitled to obtain access to a FTTP Loop, or any segment thereof, on an unbundled basis when Frontier deploys such a Loop to the Customer premises of an end user that has not been served by any Frontier Loop other than a FTTP Loop.

3.4.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Frontier Tariff, if (a) Frontier deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Frontier retires that copper Loop and there are no other available copper Loops or Hybrid Loops for WCL's provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall provide WCL with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.5 Hybrid Loops.

3.5.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of this Agreement or any Frontier Tariff or SGAT, WCL shall not be entitled to obtain access to the

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Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.

3.5.2 Broadband Services. Subject to the conditions set forth in Section 1 of this Attachment, when WCL seeks access to a Hybrid Loop for the provision of "broadband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall provide WCL with unbundled access to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances where Frontier is not required to provide unbundled access to a DS1 Loop or a DS3 Loop under Section 1 of this Attachment) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Frontier End Office serving an end user to the demarcation point at the end user's Customer premises. This access includes access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.5.3 Narrowband Services. Subject to the conditions set forth in Section 1 of this Attachment, when WCL seeks access to a Hybrid Loop for the provision to its Customer of “narrowband services”, as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall, in its sole discretion, either (a) provide access to a spare home-run copper Loop serving that Customer on an unbundled basis, or (b) provide access, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user’s serving End Office and the end user’s Customer premises, using time division multiplexing technology.

3.5.4 IDLC Hybrid Loops and Loops Provisioned via Loop Concentrator. Subject to the conditions set forth in Section 1 of this Attachment, if WCL requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) or via Remote Switching technology deployed as a Loop concentrator Frontier shall, in accordance with but only to the extent required by the Federal Unbundling Rules, provide WCL unbundled access to a Loop capable of voice-grade service to the end user Customer served by the Hybrid Loop.

3.5.4.1 Frontier will endeavor to provide WCL with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier (“UDLC”). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.5.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Frontier shall, upon request of WCL, provide unbundled access to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user’s serving End Office and the end user’s Customer premises via such technically feasible alternative that

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Frontier in its sole discretion may elect to employ. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Frontier, WCL shall be responsible for any of the following charges that apply in the event the technically feasible option involves construction, installation, or modification of facilities: (a) an engineering query charge for preparation of a price quote; (b) upon WCL's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by WCL after construction work has started, WCL shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.5.4.3 Frontier may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.5.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

4. Line Splitting (also referred to as "Loop Sharing")

4.1 Line Splitting is a process in which one carrier provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Frontier (such carrier may be referred to as the "FLEC") and a second carrier provides digital subscriber line service over the high frequency portion of that same Loop (such carrier may be referred to as the "DLEC"). Line Splitting is accomplished through the use of a splitter collocated at the Frontier central office where the Loop terminates into a distribution frame or its equivalent.

4.2 Subject to the conditions set forth in Section 1 of this Attachment, WCL may engage in Line Splitting, in accordance with this Section 4 and the rates and charges provided for in the Pricing Attachment. Frontier shall provide access to Line Splitting in accordance with, but only to the extent required by, the Federal Unbundling Rules.

4.3 Any Line Splitting between WCL and another carrier shall be accomplished by prior negotiated arrangement between WCL and the other carrier. WCL shall give Frontier written notice of this arrangement through the Frontier Global Wholesale Local Service Customer Profile Form on the Frontier Communications website, or such other electronic notice mechanism that Frontier may make available, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other carrier. The other carrier must have an interconnection agreement with Frontier that permits it to engage in Line Splitting with WCL. The FLEC shall be responsible for all rates and charges associated with the subject Loop as well as rates and charges associated with the DLEC's use of the high frequency portion of the Loop, including, but not limited to, service order charges, provisioning and installation charges, central office wiring, loop qualification charges, and OSS charges.

4.4 In order to facilitate WCL's engaging in Line Splitting pursuant to this Section 4, WCL may order for use in a Line Splitting arrangement, those Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to WCL by Frontier under the other sections of this Agreement. Such Network Elements,

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Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to WCL in accordance with, and subject to, the rates and charges and other provisions of this Agreement and Frontier's applicable Tariffs. Frontier shall be obligated to provide Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, for Line Splitting only to the extent required by the Federal Unbundling Rules.

4.5 WCL and/or the other participating carrier shall provide any splitters and/or Digital Subscriber Line Access Multiplexers used in a Line Splitting arrangement.

4.6 The standard provisioning interval for the Line Splitting arrangement shall be as set out in the Frontier Product Interval Guide; provided that the standard provisioning interval for a Line Splitting arrangement shall not exceed the shortest of the following intervals: (1) the standard provisioning interval for a Line Splitting arrangement if stated in an applicable Frontier Tariff; or, (2) the standard provisioning interval for a Line Splitting arrangement, if any, established in accordance with the Federal Unbundling Rules. The standard provisioning interval for a Line Splitting arrangement shall commence only after any required engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed.

4.7 Frontier shall not be liable for any claims, damages, penalties, liabilities or the like of any kind for disruptions to either WCL's or the other carrier's respective voice or data services over a Line Splitting arrangement.

5. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by WCL, Frontier shall allow WCL to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Frontier shall allow WCL access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules. The available Sub-Loop types are as set forth below.

5.1 Unbundled Sub-Loop Arrangement– Distribution (USLA).

Subject to the conditions set forth in Section 1 of this Attachment and upon request by WCL, Frontier shall provide WCL with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 5.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Frontier's applicable Tariffs. Frontier shall provide WCL with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, the Federal Unbundling Rules.

5.1.1 WCL may request that Frontier reactivate (if available) an unused drop and NID or provide WCL with access to a drop and NID that, at the time of WCL's request, Frontier is using to provide service to the Customer (as such term is hereinafter defined).

5.1.2 Upon site-specific request, WCL may obtain access to the Sub-Loop Distribution Facility at a technically feasible access point located near a Frontier remote terminal equipment enclosure at the rates and charges provided for in the Pricing Attachment. It is not technically

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feasible to access the Sub-Loop Distribution Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable. WCL may obtain access to a Sub-Loop Distribution Facility through any method required by the Federal Unbundling Rules, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet ("TOPIC") or, if WCL is collocated at a remote terminal equipment enclosure and the feeder distribution interface ("FDI") for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of WCL at such terminal. If WCL obtains access to a Sub-Loop Distribution Facility from a TOPIC, WCL shall install a TOPIC on an easement or Right of Way obtained by WCL within 100 feet of the Frontier FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Frontier easements, Frontier shall furnish and place an interconnecting cable between a Frontier FDI and a/an WCL TOPIC and Frontier shall install a termination block within such TOPIC. Frontier shall retain title to and maintain the interconnecting cable. Frontier shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by WCL for any of WCL's electronics in the TOPIC. WCL shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Frontier easement.

5.1.3 WCL may request from Frontier by submitting a loop make-up engineering query to Frontier, and Frontier shall provide to WCL, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.

5.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, WCL must first request that Frontier connect the Frontier FDI to which the Sub-Loop Distribution Facility is connected to a/an WCL TOPIC. To make such a request, WCL must submit to Frontier an application, a "Feeder Distribution Interface Interconnection Application", ("FDII") that identifies the FDI at which WCL wishes to access the Sub-Loop Distribution Facility. An FDII Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. It shall also include a five-year forecast of WCL's demand for access to Sub-Loop Distribution Facilities at the requested FDI. WCL must submit the application fee set forth in the Pricing Attachment attached hereto and Frontier's applicable Tariffs with the FDII Application. WCL must submit FDII Applications to:

Frontier Communications
Collocation Manager
1500 MacCorkle Ave, SE Rm-100
Charleston, WV 25396
Email Address: wvcollocation@ftr.com

5.1.5 Within sixty (60) days after it receives a complete FDII Application for access to a Sub-Loop Distribution Facility and the FDII Application Fee

for such application, Frontier shall provide to WCL a work order that describes the work that Frontier must perform to provide such access (an "FDII Work Order") and a statement of the cost of such work (an "FDII Cost Statement").

5.1.6 WCL shall pay to Frontier fifty percent (50%) of the cost set forth in the FDII Cost Statement within sixty (60) days of WCL's receipt of such statement and the associated FDII Work Order, and Frontier shall not be obligated to perform any of the work set forth in such order until Frontier has received such payment. An FDII Application shall be deemed to have been withdrawn if WCL breaches its payment obligation under this Section. Upon Frontier's completion of the work that Frontier must perform to provide WCL with access to a Sub-Loop Distribution Facility, Frontier shall bill WCL, and WCL shall pay to Frontier, the balance of the cost set forth in the FDII Cost Statement for such access.

5.1.7 After Frontier has completed the installation of the interconnecting cable to a/an WCL TOPIC and WCL has paid the full cost of such installation, WCL can request the connection of Frontier Sub-Loop Distribution Facilities to the WCL TOPIC. At the same time, WCL shall advise Frontier of the services that WCL plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. WCL shall run any crosswires within the TOPIC.

5.1.8 If WCL requests that Frontier reactivate an unused drop and NID, then WCL shall provide dial tone (or its DSL equivalent) on the WCL side of the applicable Frontier FDI at least twenty-four (24) hours before the due date. On the due date, a Frontier technician will run the appropriate cross connection to connect the Frontier Sub-Loop Distribution Facility to the WCL dial tone or equivalent from the TOPIC. If WCL requests that Frontier provide WCL with access to a Sub-Loop Distribution Facility that, at the time of WCL's request, Frontier is using to provide service to a Customer, then, after WCL has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Frontier technician shall crosswire the dial tone from the Frontier central office through the Frontier side of the TOPIC and back out again to the Frontier FDI and Frontier Sub-Loop Distribution Facility using the "loop through" approach. On the due date, WCL shall disconnect Frontier's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit WCL's LNP request.

5.1.9 Frontier will not provide access to a Sub-Loop Distribution Facility if Frontier is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another carrier or a service that uses derived channel technology to a Customer unless such other carrier first terminates the Frontier-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

5.1.10 Frontier shall provide WCL with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals

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5.1.11 Frontier shall repair and maintain a Sub-Loop Distribution Facility at the request of WCL and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Frontier's applicable Tariffs. WCL accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Frontier with appropriate dispatch information based on its test results. If (a) WCL reports to Frontier a Customer trouble, (b) WCL requests a dispatch, (c) Frontier dispatches a technician, and (d) such trouble was not caused by Frontier Sub-Loop Distribution Facility facilities or equipment in whole or in part, WCL shall pay Frontier the charges set forth in the Pricing Attachment and Frontier's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by WCL is not available at the appointed time. If as the result of WCL instructions, Frontier is erroneously requested to dispatch to a site on Frontier company premises ("dispatch in"), the charges set forth in Pricing Attachment and Frontier's applicable Tariffs will be assessed per occurrence to WCL by Frontier. If as the result of WCL instructions, Frontier is erroneously requested to dispatch to a site outside of Frontier company premises ("dispatch out"), the charges set forth in Pricing Attachment and Frontier's applicable Tariffs will be assessed per occurrence to WCL by Frontier.

5.2 Collocation in Remote Terminals.

To the extent required by Applicable Law, Frontier shall allow WCL to collocate equipment in a Frontier remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

6. Dark Fiber Transport

6.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by WCL, Frontier shall provide WCL with access to unbundled Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Frontier's applicable Tariffs. Frontier shall not be required to provide, and WCL shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, a Frontier Tariff, or otherwise, Frontier shall not be required to provide, and WCL shall not request or obtain, Dark Fiber Transport that does not connect a pair of Frontier UNE Wire Centers. Access to unbundled Dark Fiber Transport will be provided by Frontier only where existing facilities are available except as provided in Section 13 below. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, the Federal Unbundling Rules. Dark Fiber Transport consists of Frontier optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Frontier's Dark Fiber Transport contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Frontier shall not remove the same. Except as otherwise required by the Federal Unbundling Rules, the following terms and conditions apply to Frontier's Dark Fiber Transport offerings.

6.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Transport:

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6.2.1 WCL may access Dark Fiber Transport only at a pre-existing Frontier accessible terminal of such Dark Fiber Transport, and WCL may not access Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to WCL unless such Dark Transport is already terminated on an existing Frontier accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Frontier UNE Wire Center, and not terminated to a fiber patch panel, are not available to WCL.

6.2.2 Except if and, to the extent required by, the Federal Unbundling Rules and Section 13 below, Frontier will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate WCL's request.

6.2.3 Frontier shall perform all work necessary to install a cross connect or a fiber jumper from a Frontier accessible terminal to a WCL collocation arrangement.

6.2.4 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of WCL's completed Dark Fiber Inquiry Form, Frontier will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Frontier will respond within fifteen (15) Business Days from receipt of WCL's Dark Fiber Inquiry Form, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Frontier reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Frontier will provide, where available, Dark Fiber Transport via a reasonable indirect route that passes through intermediate Frontier Central Offices at the rates set forth in the Pricing Attachment. In cases where Frontier provides Dark Fiber Transport via an indirect route as described in this section, WCL shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Frontier central offices that are the end points of the route. In no event shall Frontier be required to provide Dark Fiber Transport between two central offices that are the end points of a route on which Frontier is not required under the Federal Unbundling Rules to provide Dark Fiber Transport to WCL. Frontier reserves the right to limit the number of intermediate Frontier Central Offices on an indirect route consistent with limitations in Frontier's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Frontier Central Offices will be discussed with WCL. If access to Dark Fiber Transport is not available, Frontier will notify WCL, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Frontier reserves the right to negotiate a different interval. Where no available route was found during the record review, Frontier will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to

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encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

6.2.4.1 WCL shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.

6.2.4.2 Upon request from WCL as indicated on the Dark Fiber Inquiry Form, Frontier shall hold such requested Dark Fiber Transport for WCL's use for ten (10) Business Days from WCL's receipt of Acknowledgement and may not allow any other party (including Frontier) to use such fiber during that time period.

6.2.4.3 WCL shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when WCL does not have additional requirements for collocation. The parallel provisioning process shall be used when WCL requires new collocation facilities or changes to existing collocation arrangements.

6.2.4.4 If no order is received from WCL for the reserved Dark Fiber Transport within ten (10) Business Days from WCL's receipt of Acknowledgement, Frontier shall return to spare the reserved Dark Fiber Transport that Frontier previously notified WCL are available. Should WCL submit an order to Frontier after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Frontier has previously notified WCL was available, WCL assumes all risk that such Dark Fiber Transport will no longer be available.

6.2.4.5 Upon WCL's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Transport in accordance with the following terms and conditions:

6.2.4.5.1 WCL will use existing interfaces and Frontier's current applications and order forms to request collocation and Dark Fiber Transport.

6.2.4.5.2 Frontier will parallel process WCL's requests for collocation, including augments, and Dark Fiber Transport.

6.2.4.5.3 Before WCL submits a request for parallel provisioning of collocation and Dark Fiber Transport, WCL will:

submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Frontier; and

submit a collocation application for the Frontier Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Frontier that WCL's collocation application has been accepted.

6.2.4.5.4 WCL will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Frontier.

6.2.4.5.5 If Frontier rejects WCL's Dark Fiber Transport request, WCL may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by WCL, less the costs Frontier incurred to date.

6.2.4.5.6 If Frontier accepts WCL's Dark Fiber Transport request, Frontier will parallel provision the Dark Transport to a temporary location in Frontier's Central Office(s). Frontier will charge and WCL will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Frontier accepts each Dark Fiber Transport request.

6.2.4.5.7 Within ten (10) days after Frontier completes a WCL collocation application, WCL shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the temporary location in that Frontier Central Office(s) to the permanent location at WCL's collocation arrangement in such Frontier Central Office(s). WCL will prepare such request(s) in the manner and form specified by Frontier.

6.2.4.5.8 If WCL cancels its collocation application, WCL must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Frontier Central Office(s).

6.2.5 WCL shall order Dark Fiber Transport by sending to Frontier a separate ASR for each A to Z route.

6.2.6 Where a collocation arrangement can be accomplished in a Frontier premises, access to Dark Fiber Transport that terminates in a Frontier premises must be accomplished via a collocation arrangement in that Frontier premises. In circumstances where a collocation arrangement cannot be accomplished in a Frontier premises, the Parties agree to negotiate for possible alternative arrangements.

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6.2.7 Except as provided in Section 13 below, Dark Fiber Transport will be offered to WCL in the condition that it is available in Frontier's network at the time that WCL submits its request (i.e., "as is"). In addition, Frontier shall not be required to convert lit fiber to Dark Fiber Transport for WCL's use.

6.2.8 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to WCL as Dark Fiber Transport.

6.2.9 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Frontier's lit fiber optic systems will not be offered to WCL as Dark Fiber Transport.

6.2.10 WCL shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.

6.2.11 WCL may not resell Dark Fiber Transport, purchased pursuant to this Agreement to third parties.

6.2.12 Except to the extent that Frontier is required by the Federal Unbundling Rules to provide Dark Fiber Transport to WCL for use for Special or Switched Exchange Access Services, WCL shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.

6.2.13 In order to preserve the efficiency of its network, Frontier may, upon a showing of need to the Commission, limit WCL to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Frontier's network. In addition, except as otherwise required by the Federal Unbundling Rules, Frontier may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

6.2.13.1 Revoke Dark Fiber Transport leased to WCL upon a showing of need to the Commission and twelve (12) months' advance written notice to WCL; and

6.2.13.2 Frontier reserves and shall not waive, Frontier's right to claim before the Commission that Frontier should not have to fulfill a WCL order for Dark Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than WCL, or impair Frontier's ability to meet a legal obligation.

6.2.14 Except as expressly set forth in this Agreement, WCL may not reserve Dark Fiber Transport.

6.2.15 WCL shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of WCL; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber

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Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit permitted traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, WCL's collocation arrangements with any proper optical cross connects or other equipment that WCL needs to access Dark Fiber Transport before it submits an order for such access. WCL hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the location at which it wishes to establish a demarcation point for Dark Fiber Transport, on or before the date that WCL places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.

6.2.16 WCL is responsible for trouble isolation before reporting trouble to Frontier. Frontier will restore continuity to Dark Fiber Transport that has been broken. Frontier will not repair Dark Fiber Transport that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Transport has changed.

6.2.17 WCL may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):

6.2.17.1 A field survey that shows the availability of Dark Fiber Transport between two or more Frontier Central Offices, shows whether or not such Dark Fiber Transport is defective, shows whether or not such Dark Fiber Transport has been used by Frontier for emergency restoration activity, and tests the transmission characteristics of Frontier's Dark Fiber Transport. If a field survey shows that Dark Fiber Transport is available, WCL may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Frontier's field survey results. If WCL submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Frontier does not guarantee or warrant the Dark Fiber Transport will be available when Frontier receives such order, and WCL assumes all risk that the Dark Fiber Transport will not be available. Frontier shall perform a field survey subject to a negotiated interval. If WCL submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, WCL assumes all risk that the Dark Fiber Transport will not be compatible with WCL's equipment, including, but not limited to, order cancellation charges.

7. Network Interface Device

7.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by WCL, Frontier shall permit WCL to connect a WCL Loop to the Inside Wiring of a Customer's premises through the use of a Frontier NID in accordance with this Section 7 and the rates and charges provided in the Pricing Attachment. Frontier shall provide WCL with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. WCL may access a Frontier NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining WCL NID deployed by WCL or, if an entrance module is available in the Frontier NID, by connecting a WCL Loop to the Frontier NID. When necessary, Frontier will rearrange its facilities to

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provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

7.2 In no case shall WCL access, remove, disconnect or in any other way rearrange Frontier's Loop facilities from Frontier's NIDs, enclosures, or protectors.

7.3 In no case shall WCL access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Frontier's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.

7.4 In no case shall WCL remove or disconnect ground wires from Frontier's NIDs, enclosures, or protectors.

7.5 In no case shall WCL remove or disconnect NID modules, protectors, or terminals from Frontier's NID enclosures.

7.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).

7.7 When WCL is connecting a WCL-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Frontier NID, WCL does not need to submit a request to Frontier and Frontier shall not charge WCL for access to the Frontier NID. In such instances, WCL shall comply with the provisions of Sections 7.2 through 7.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 7.8 of this Attachment.

7.8 Due to the wide variety of NIDs utilized by Frontier (based on Customer size and environmental considerations), WCL may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:

7.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, WCL may remove the Inside Wiring from the Customer's side of the Frontier NID and connect that Inside Wiring to WCL's NID.

7.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, WCL may enter the Customer side of the Frontier NID enclosure for the purpose of removing the Inside Wiring from the terminals of Frontier's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Frontier NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Frontier NID.

7.8.3 WCL may request Frontier to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. WCL, its agent, the building owner or the Customer). If WCL accesses the Customer's Inside Wiring as described in this Section 7.8.3, time and materials

charges will be billed to the requesting party (i.e. WCL, its agent, the building owner or the Customer).

8. Dedicated Transport

8.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at WCL's request, Frontier shall provide WCL with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Frontier shall provide WCL with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 13 below, Frontier will not install new electronics, and Frontier will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, Frontier shall not be required to provide, and WCL shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.

8.2 If and, to the extent that, WCL has purchased (or purchases) transport from Frontier under a Frontier Tariff or otherwise, and WCL has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Frontier written notice of such request (including, without limitation, through submission of ASRs if Frontier so requests) and provide to Frontier all information (including, without limitation, a listing of the specific circuits in question) that Frontier reasonably requires to effectuate such conversion. In the case of any such conversion, WCL shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Frontier's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 12.2.1 below), the applicable provisions of Section 12 below shall apply.

9. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 7 of the Additional Services Attachment, Frontier shall provide WCL with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Frontier shall provide WCL with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by WCL through such electronic interfaces.

10. Availability of Other Network Elements on an Unbundled Basis

10.1 Any request by WCL for access to a Frontier Network Element that is not already available and that Frontier is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 10.3, of this Attachment. WCL shall provide Frontier access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.

10.2 Notwithstanding anything to the contrary in this Section 10, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 10 except as required by the Federal Unbundling Rules.

10.3 Network Element Bona Fide Request (BFR).

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10.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party 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.

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

10.3.3 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.

10.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

10.3.5 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 by the Federal Unbundling Rules.

10.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, 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. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

10.3.7 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.

10.3.8 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.

10.3.9 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.

11. Maintenance of Network Elements

11.1 Each Party is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. Frontier will work cooperatively with WCL to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Frontier's network. WCL must provide to Frontier test results and shall test its End User's trouble prior to Frontier performing any repair functions. WCL agrees to follow the procedures defined in the Frontier Trouble Administration Guide for trouble reporting.

11.2 If (a) WCL reports to Frontier a Customer trouble, (b) WCL requests a dispatch, (c) Frontier dispatches a technician, and (d) such trouble was not caused by Frontier's facilities or equipment in whole or in part, then WCL shall pay Frontier a maintenance service charge based on Frontier's respective tariff. In addition, this charge also applies when the Customer contact as designated by WCL is not available at the appointed time. WCL accepts responsibility for initial trouble isolation and providing Frontier with appropriate dispatch information based on its test results. If, as the result of WCL instructions, Frontier is erroneously requested to dispatch to a site on Frontier company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to WCL by Frontier. If as the result of WCL instructions, Frontier is erroneously requested to dispatch to a site outside of Frontier company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to WCL by Frontier. Frontier agrees to respond to WCL trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

11.3 WCL must submit to Frontier a disconnect order for any Unbundled Local Loop that is relinquished by the End User because of cessation of service. Unbundled Local Loop facilities will be returned to Frontier when the disconnection order is complete. In the event of transfer of the End User's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

12. Combinations, Commingling, and Conversions

12.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:

12.1.1 Frontier will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Frontier shall, upon request of WCL, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of

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the Agreement or the Frontier UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any commingling requested by WCL requires Frontier to perform physical work that Frontier is required to perform under the Federal Unbundling Rules, then Frontier's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Frontier's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

12.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff and are therefore not eligible for adjustment of charges under such provisions. Frontier may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.

12.1.3 Limitation on Section 12.1. Section 12.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Frontier is already required to provide to WCL under the Agreement and the Federal Unbundling Rules. Nothing contained in Section 12.1 shall be deemed to limit any right of Frontier under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.

12.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 12.1 of this Attachment:

12.2.1 Frontier shall not be obligated to provide:

12.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

12.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

12.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

12.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

12.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively “High Capacity EELs”) except to the extent Frontier is required by the Federal Unbundling Rules to do so,

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and then not unless and until WCL, using an ASR, certifies to Frontier that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. WCL must remain in compliance with said service eligibility criteria for so long as WCL continues to receive the aforementioned combined or commingled facilities and/or services from Frontier and WCL shall immediately notify Frontier at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 12.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, WCL, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that WCL leased from Frontier as of the Effective Date of this Agreement that WCL fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 12.2.2 below effective as of the Effective Date of this Agreement.

12.2.2 Without limiting any other right Frontier may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 12.2 and WCL has not submitted an LSR or ASR, as appropriate, to Frontier requesting disconnection of the noncompliant facility and has not separately secured from Frontier an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Frontier, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Frontier's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Frontier shall identify in a written notice to WCL.

12.2.3 Each certification to be provided by WCL pursuant to Section 12.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 9-1-1/E9-1-1 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every

24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

12.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.

12.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.

12.2.6 All requests for conversions will be handled in accordance with Frontier's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.

12.3 Once per calendar year, Frontier may obtain and pay for an independent auditor to audit WCL's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Frontier's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that WCL failed to comply with the service eligibility criteria, then (without limiting Frontier's rights under Section 12.2.2 above) WCL must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Frontier for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Frontier. Should the independent auditor confirm WCL's compliance with the service eligibility criteria, then WCL shall provide to the independent auditor for its verification a statement of WCL's out-of-pocket costs of complying with any requests of the independent auditor, and Frontier shall, within thirty (30) days of the date on which WCL submits such costs to the auditor, reimburse WCL for its out-of-pocket costs verified by the auditor. WCL shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

13. Routine Network Modifications

13.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:

13.1.1 Frontier shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by WCL to the Loop or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS3 Loops), where the facility has already been constructed. Routine network modifications applicable to Loops are those modifications that Frontier regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring

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an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Frontier regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable WCL to light a Dark Fiber Transport facility that it has obtained from Frontier under the Agreement. Frontier shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Frontier shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Frontier shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

13.1.1.1 Conditioning. If WCL requests Unbundled Local Loop conditioning or if conditioning is required to provide one of the Unbundled Network Elements described in this agreement, Frontier will condition the unbundled local loop at WCL 's expense. Frontier will determine separate charges for each request. WCL agrees to pay the quoted charges prior to commencement of work.

13.1.1.2 Placement of Repeaters. Placement of repeaters may be required or requested for Unbundled Network Elements. Frontier will make this determination, but WCL may request placement of repeaters to meet its specifications. Additional charges will apply to the placement of repeaters. Frontier will determine separate charges for each repeater placement. WCL agrees to pay the quoted charges prior to commencement of work.

13.2 Performance Plans. Frontier may exclude its performance in connection with the provisioning of Loops or Dark Fiber Transport for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

13.3 Nothing contained in this Section 13 shall be deemed: (a) to establish any obligation of Frontier to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Frontier to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Frontier to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Frontier under the Agreement, any Frontier Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

14. Rates and Charges

UNEs are only available to WCL for use in its provisioning of local exchange service to its End Users. Any combination of unbundled elements which when combined equates to a substantially similar service provisioned through the retail tariff, will be offered and priced as resale not as the cumulative of unbundled elements. The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

15. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with WCL reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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COLLOCATION ATTACHMENT

1. Frontier's Provision of Collocation

Frontier shall provide to WCL, in accordance with this Agreement, Frontier's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating WCL's interconnection with Frontier under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Frontier; provided, that notwithstanding any other provision of this Agreement or a Tariff, Frontier shall be obligated to provide Collocation to WCL only to the extent required by Applicable Law and may decline to provide Collocation to WCL to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Frontier to provide (and, for the avoidance of any doubt, Frontier may decline to provide and/or cease providing) Collocation that, if provided by Frontier, would be used by WCL to obtain unbundled access to any network element: (a) that Frontier is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Frontier is not required to unbundle under 47 C.F.R. Part 51.

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9-1-1 ATTACHMENT

1. 9-1-1/E9-1-1 Arrangements

1.1 9-1-1/E9-1-1 arrangements provide access to the appropriate PSAP by dialing a 3-digit universal telephone number, "9-1-1." For areas where Frontier is the 9-1-1/E9-1-1 Service Provider, Frontier provides and maintains such equipment and software at the Frontier 9-1-1 Tandem/Selective Router(s) and, if Frontier manages the ALI Database, the ALI Database, as is necessary for 9-1-1/E9-1-1 Calls. For areas where WCL is the 9-1-1/E9-1-1 Service Provider, WCL provides and maintains such equipment and software at the WCL 9-1-1 Tandem/Selective Router(s) and, if WCL manages the ALI Database, the ALI Database, as is necessary for 9-1-1/E9-1-1 Calls.

1.2 For areas where WCL is the 9-1-1/E9-1-1 Service Provider, WCL shall make the following information available to Frontier, to the extent permitted by Applicable Law:

1.2.1 a listing of the CLLI Code (and SS7 point code when applicable) of each WCL 9-1-1 Tandem/Selective Router and associated geographic location served;

1.2.2 a listing of appropriate WCL contact telephone numbers and organizations that have responsibility for operations and support of WCL's 9-1-1/E9-1-1 network and ALI Database systems; and

1.2.3 where WCL maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 9-1-1 Authority, upon request by Frontier and as permitted by the Controlling 9-1-1 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.3 For areas where Frontier is the 9-1-1/E9-1-1 Service Provider, Frontier shall make the following information available to WCL, to the extent permitted by Applicable Law:

1.3.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Frontier 9-1-1 Tandem/Selective Router and associated geographic location served;

1.3.2 a listing of appropriate Frontier contact telephone numbers and organizations that have responsibility for operations and support of Frontier's 9-1-1/E9-1-1 network and ALI Database systems; and

1.3.3 where Frontier maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 9-1-1 Authority, upon request by WCL and as permitted by the Controlling 9-1-1 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

2. ALI Database

2.1 For areas where WCL is the 9-1-1/E9-1-1 Service Provider and WCL manages the ALI Database, Frontier and WCL shall establish mutually acceptable arrangements and procedures for inclusion of Frontier End User data in the ALI

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Database. For areas where Frontier is the 9-1-1/E9-1-1 Service Provider and Frontier manages the ALI Database, Frontier and WCL shall establish mutually acceptable arrangements and procedures for inclusion of WCL Customer data in the ALI Database.

3. Interconnection for Exchange of 9-1-1/E9-1-1 Calls between the Parties

3.1 Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Frontier's network, for the transmission and routing of 9-1-1/E9-1-1 Calls from Frontier to WCL for the transmission and routing of such 9-1-1/E9-1-1 Calls by WCL to PSAPs for which WCL is the 9-1-1/E9-1-1 Service Provider. By way of example, a technically feasible Point of Interconnection on Frontier's network would include an applicable Frontier Tandem Interconnection Wire Center, Frontier End Office Interconnection Wire Center, or Frontier 9-1-1 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include a WCL Interconnection Wire Center, WCL switch or selective router, or any portion of a transport facility provided by Frontier to WCL or another party between (x) a Frontier Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of WCL or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Frontier's network" shall apply (and are hereby incorporated by reference) each time the term "on Frontier's network" is used in this Agreement. Notwithstanding the foregoing Frontier shall have no obligation to transport 9-1-1/E9-1-1 Calls between noncontiguous Frontier exchanges to reach a POI. A POI at a Frontier switching or routing entity or Wire Center shall only provide interconnection with the customers served by that switching or routing entity or Wire Center, and (in the event of a POI at a tandem or host switch) the customers served by any subtending switching entity.

3.2 For Frontier End User 9-1-1/E9-1-1 Calls delivered by Frontier to WCL for the transmission and routing of such 9-1-1/E9-1-1 Calls by WCL to PSAPs for which WCL is the 9-1-1/E9-1-1 Service Provider, Frontier shall provide for transmission and routing of such 9-1-1/E9-1-1 Calls with ANI from Frontier End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network. In providing for transmission and routing of 9-1-1/E9-1-1 Calls from Frontier End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network, Frontier shall have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Frontier End Users and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network) as Frontier in Frontier's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Frontier's rights under the preceding sentence, in providing for transmission and routing of a 9-1-1/E9-1-1 Call from a Frontier End User to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network, Frontier, in Frontier's sole discretion, may elect to use one or more switches or selective routers located between the End Office serving the Frontier End User and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network.

3.3 For 9-1-1/E9-1-1 Calls delivered to Frontier by Telecommunications Carriers interconnected with Frontier and delivered by Frontier to WCL for the

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transmission and routing of such 9-1-1/E9-1-1 Calls by WCL to PSAPs for which WCL is the 9-1-1/E9-1-1 Service Provider, Frontier shall provide for transmission and routing of such 9-1-1/E9-1-1 Calls with ANI (where ANI is delivered to Frontier by a Telecommunications Carrier) from the Frontier point(s) of interconnection with the Telecommunications Carriers to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network. In providing for transmission and routing of 9-1-1/E9-1-1 Calls from Telecommunications Carriers interconnected with Frontier to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network, Frontier shall have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Frontier point(s) of interconnection with such Telecommunications Carriers and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network) as Frontier in Frontier's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Frontier's rights under the preceding sentence, in providing for transmission and routing of a 9-1-1/E9-1-1 Call from a Telecommunications Carrier interconnected with Frontier to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network, Frontier, in Frontier's sole discretion, may elect to use one or more switches or selective routers located between the Frontier point of interconnection with such Telecommunications Carrier and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network.

3.4 For 9-1-1/E9-1-1 Calls delivered by Frontier to WCL for the transmission and routing of such 9-1-1/E9-1-1 Calls by WCL to PSAPs for which WCL is the 9-1-1/E9-1-1 Service Provider, WCL, at no charge to Frontier, shall provide transport for 9-1-1/E9-1-1 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network to the PSAPs for which WCL is the 9-1-1/E9-1-1 Service Provider. If WCL obtains such transport from Frontier, WCL shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Frontier for such transport (including, but not limited to, rates and charges for Frontier-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by WCL from Frontier for interconnection of WCL's network with Frontier's network). WCL shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network and for any services, facilities and/or arrangements provided by Frontier for such interconnection (including, but not limited to, rates and charges for Collocation obtained by WCL from Frontier for interconnection of WCL's network with Frontier's network). For the avoidance of any doubt, there shall be no reduction in any Frontier rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 9-1-1/E9-1-1 Calls delivered by Frontier to WCL.

3.5 Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at Frontier 9-1-1 Tandem/Selective Router Interconnection Wire Centers, for the transmission and routing of 9-1-1/E9-1-1 Calls from WCL to Frontier for the transmission and routing of such 9-1-1/E9-1-1 Calls by Frontier to PSAPs for which Frontier is the 9-1-1/E9-1-1 Service Provider that subtend the Frontier 9-1-1 Tandem/Selective Router located at the Frontier 9-1-1 Tandem/Selective

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Router Interconnection Wire Center where the Parties are interconnected. For the purposes of this Section 3.5, a PSAP for which Frontier is the 9-1-1/E9-1-1 Service Provider shall be deemed to subtend a particular Frontier 9-1-1 Tandem/Selective Router if Frontier regularly routes 9-1-1/E9-1-1 Calls from Frontier End Users through such Frontier 9-1-1 Tandem/Selective Router to that PSAP.

3.6 For 9-1-1/E9-1-1 Calls delivered by WCL to Frontier for the transmission and routing of such 9-1-1/E9-1-1 Calls by Frontier to PSAPs for which Frontier is the 9-1-1/E9-1-1 Service Provider, WCL, at its own expense, shall provide transport to deliver the 9-1-1/E9-1-1 Calls to the POI(s) established by the Parties at Frontier 9-1-1 Tandem/Selective Router Interconnection Wire Centers. If WCL obtains from Frontier transport to deliver 9-1-1/E9-1-1 Calls to the POI(s) established by the Parties at Frontier 9-1-1 Tandem/Selective Router Interconnection Wire Centers, WCL shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Frontier for such transport (including, but not limited to, rates and charges for Frontier-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by WCL from Frontier for interconnection of WCL's network with Frontier's network). WCL shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at Frontier 9-1-1 Tandem/Selective Router Interconnection Wire Centers and for any services, facilities and/or arrangements provided by Frontier for such interconnection (including, but not limited to, rates and charges for Collocation obtained by WCL from Frontier for interconnection of WCL's network with Frontier's network). For the avoidance of any doubt, there shall be no reduction in any Frontier rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 9-1-1/E9-1-1 Calls delivered by Frontier to WCL.

3.7 This Section 3 does not apply with regard to 9-1-1/E9-1-1 Calls to the extent such 9-1-1/E9-1-1 Calls are subject to Section 4, following.

3.8 Notwithstanding any of the foregoing in Section 3, Frontier shall have no obligation to transport 9-1-1/E9-1-1 Calls between noncontiguous Frontier exchanges to reach a POI. A POI at a Frontier switching or routing entity or Wire Center shall only provide interconnection with the customers served by that switching or routing entity or Wire Center, and (in the event of a POI at a tandem or host switch) the customers served by any subtending switching entity.

4. Interconnection for Inter-PSAP Transfer of 9-1-1/E9-1-1 Calls

4.1 Where the Controlling 9-1-1 Authority for a PSAP for which Frontier is the 9-1-1/E9-1-1 Service Provider and the Controlling 9-1-1 Authority for a PSAP for which WCL is the 9-1-1/E9-1-1 Service Provider agree to transfer 9-1-1/E9-1-1 Calls from one PSAP to the other PSAP and each Controlling 9-1-1 Authority requests its 9-1-1/E9-1-1 Service Provider to establish arrangements for such 9-1-1/E9-1-1 Call transfers, each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Frontier's network, for the transmission and routing of 9-1-1/E9-1-1 Calls from a PSAP for which one Party is the 9-1-1/E9-1-1 Service Provider to a PSAP for which the other Party is the 9-1-1/E9-1-1 Service Provider. The technically

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feasible Point(s) of Interconnection on Frontier's network shall be as described in Section 3.1, above.

4.2 For the transfer of 9-1-1/E9-1-1 Calls from one PSAP to another PSAP as described in Section 4.1 above, each Party, at its own expense, shall provide transport between the PSAP for which such Party is the 9-1-1/E9-1-1 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network. If WCL obtains from Frontier transport between the PSAPs for which WCL is the 9-1-1/E9-1-1 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network, WCL shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Frontier for such transport (including, but not limited to, rates and charges for Frontier-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by WCL from Frontier for interconnection of WCL's network with Frontier's network). WCL shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network and for any services, facilities and/or arrangements provided by Frontier for such interconnection (including, but not limited to, rates and charges for Collocation obtained by WCL from Frontier for interconnection of WCL's network with Frontier's network). For the avoidance of any doubt, there shall be no reduction in any Frontier rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 9-1-1/E9-1-1 Calls delivered by Frontier to WCL.

4.3 For the transfer of 9-1-1/E9-1-1 Calls from one PSAP to another PSAP as described in Section 4.1 above, the Parties shall mutually agree upon: (a) whether they will use one-way trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two-way trunks (trunks with traffic going in both directions); and, (b) design blocking objectives for the trunks.

4.4 The Parties will maintain appropriate dial plans to support inter-PSAP call transfer and shall notify each other of changes, additions or deletions to those dial plans.

4.5 Notwithstanding the foregoing, where Frontier does not maintain a Selective Router in the county or jurisdiction in question, Section 4 will not apply.

5. Initiating Interconnection

5.1 For each Frontier wire center in which one Party is or becomes the 9-1-1/E9-1-1 Service Provider for a PSAP to which the other Party will send 9-1-1/E9-1-1 Calls pursuant to this Agreement and in which the Parties are not already interconnected pursuant to this Agreement, WCL shall provide written notice to Frontier of the need to establish interconnection pursuant to this Agreement.

5.2 The notice provided in Section 5.1 above shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of Interconnection on Frontier's network in accordance with Section 3.1 above; (b) WCL's intended interconnection activation date; (c) a forecast of WCL's trunking requirements; and (d) such other information as Frontier shall reasonably request in order to facilitate interconnection.

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5.3 The interconnection activation date shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated above. Within ten (10) Business Days of Frontier's receipt of WCL's notice provided for in Section 5.1 above, Frontier and WCL shall confirm the POI(s) to be established at technically feasible Point(s) of Interconnection on Frontier's network and the mutually agreed upon interconnection activation date.

5.4 Prior to establishing interconnection, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) to be established at technically feasible Point(s) of Interconnection on Frontier's network.

5.5 The procedure set out in Sections 5.1 through 5.4, preceding, for initiating interconnection in which the Parties are not already interconnected pursuant to this Agreement shall also apply when the Parties wish to establish pursuant to this Agreement additional POI(s) at technically feasible Point(s) of Interconnection on Frontier's network in which the Parties are already interconnected pursuant to this Agreement.).

5.6 Upon request by either Party, the Parties shall meet to: (a) review traffic and usage data on trunk groups; and (b) determine whether the Parties should establish new trunk groups, augment existing trunk groups, or disconnect existing trunks.

5.7 Because Frontier will not be solely in control of when and how many two-way trunks are established between its network and WCL's network, Frontier's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

6. Trunk Forecasting Requirements

6.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, WCL shall provide Frontier a two (2)-year traffic forecast that complies with the Frontier Trunk Forecast Guidelines, as revised from time to time.

6.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection, on a semi-annual basis, WCL shall submit a good faith forecast to Frontier of the number of trunks that WCL anticipates Frontier will need to provide during the ensuing two (2) year period for the exchange of traffic between WCL and Frontier. WCL's trunk forecasts shall conform to the Frontier Trunk Forecast Guidelines as in effect at that time. WCL also shall provide a new or revised traffic forecast that complies with the Frontier Trunk Forecast Guidelines when WCL develops plans or becomes aware of information that will materially affect the Parties' interconnection.

6.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on WCL or Frontier.

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6.4 If WCL enters into a written contract with a Controlling 9-1-1 Authority to become the 9-1-1/E9-1-1 Service Provider for a PSAP to which Frontier delivers 9-1-1/E9-1-1 Calls, upon written request by WCL, to the extent authorized by the Controlling 9-1-1 Authority and the PSAP, Frontier shall advise WCL of the number of trunks, expressed as DS0 quantities, Frontier uses to deliver 9-1-1/E9-1-1 Calls from Frontier's 9-1-1 Tandem/Selective Router(s) to that PSAP.

7. Compensation

7.1 Subject to Sections 7.2 and 7.3 following, the rates and charges for the Services provided by each Party to the other Party under this Attachment shall be as provided in this Attachment and pursuant to the Pricing Attachment.

7.2 Notwithstanding any other provision of this Agreement or a Tariff or otherwise, WCL shall not bill to Frontier, and Frontier shall not be obligated to pay to WCL:

7.3 Any rates or charges (including, but not limited to, Reciprocal Compensation Charges, Intercarrier Compensation Charges and Exchange Access Service Charges) in connection with 9-1-1/E9-1-1 Calls (including, but not limited to, 9-1-1/E9-1-1 Calls delivered by Frontier to WCL pursuant to Sections 3 and 4, above, and 9-1-1/E9-1-1 Calls delivered by WCL to Frontier pursuant to Sections 3 and 4, above); or

7.4 Any other rates or charges for transmission, routing, transport or termination, or for facilities used for transmission, routing, transport or termination, of 9-1-1/E9-1-1 Calls (including, but not limited to, 9-1-1/E9-1-1 Calls delivered by Frontier to WCL pursuant to Sections 3 and 4, above, and 9-1-1/E9-1-1 Calls delivered by WCL to Frontier pursuant to Sections 3 and 4, above); or

7.5 Any ALI Database related rates or charges (including, but not limited to, rates or charges for Frontier to access, use, or include or store Frontier End User data in, an ALI Database); or

7.6 Any MSAG related rates or charges (including, but not limited to, rates or charges for an MSAG, MSAG updates, changes or revisions, or MSAG information).

7.7 Notwithstanding any other provision of this Agreement or a Tariff or otherwise, for 9-1-1/E9-1-1 Calls delivered by WCL to Frontier pursuant to Sections 3 and 4 above, Frontier shall not bill to WCL, and WCL shall not be obligated to pay to Frontier, any charges (including, but not limited to Reciprocal Compensation Charges, Intercarrier Compensation Charges, or Exchange Access Service Charges) for the transport of such 9-1-1/E9-1-1 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network to PSAPs for which Frontier is the 9-1-1/E9-1-1 Service Provider. However, for the avoidance of any doubt, notwithstanding anything in the preceding sentence of this Section 7.7 or in any other provision of this Agreement or a Tariff or otherwise, WCL shall be obligated to pay to Frontier: (a) the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for transport, services, facilities and/or arrangements obtained by WCL from Frontier for transport of 9-1-1/E9-1-1 Calls to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network (including, but not limited to, rates and charges for Frontier-provided Exchange Access services [such as entrance facilities, multiplexing and transport] used by WCL for transport of 9-1-1/E9-1-1 Calls to the POI(s)

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established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network, and rates and charges for Collocation obtained by WCL from Frontier for interconnection of WCL's network with Frontier's network); and, (b) the full Frontier rates and charges (as provided for in Frontier's applicable Tariffs and this Agreement) for interconnection of WCL's network with Frontier's network at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network (including, but not limited to, rates and charges for Collocation obtained by WCL from Frontier for interconnection of WCL's network with Frontier's network). For the avoidance of any doubt, there shall be no reduction in any Frontier rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 9-1-1/E9-1-1 Calls delivered by Frontier to WCL.

8. 9-1-1/E9-1-1 General

8.1 Frontier and WCL shall work cooperatively to arrange meetings with the Controlling 9-1-1 Authorities to answer any technical questions the PSAPs or Controlling 9-1-1 Authority coordinators may have regarding the 9-1-1/E9-1-1 arrangements.

8.2 Each Party shall collect and remit, as required, any 9-1-1/E9-1-1 applicable surcharges from its Customers in accordance with Applicable Law.

8.3 Nothing in this Agreement shall be deemed to prevent Frontier from billing to a Controlling 9-1-1 Authority or PSAP rates or charges for:

8.3.1 services, facilities and/or arrangements provided by Frontier in connection with 9-1-1/E9-1-1 Calls from a Frontier End User or a Telecommunications Carrier interconnected with Frontier to a PSAP for which WCL is the 9-1-1/E9-1-1 Service Provider (including, but not limited to, charges for the transmission and routing of 9-1-1/E9-1-1 Calls from Frontier End Users or Telecommunications Carriers interconnected with Frontier to the technically feasible Point(s) of Interconnection on Frontier's network);

8.3.2 services, facilities and/or arrangements provided by Frontier in connection with 9-1-1/E9-1-1 Calls from WCL to a PSAP for which Frontier is the 9-1-1/E9-1-1 Service Provider;

8.3.3 services, facilities and/or arrangements provided by Frontier in connection with the transfer of 9-1-1/E9-1-1 Calls between PSAPs;

8.3.4 ALI Database related activities (including, but not limited to, Frontier's access to, use of, or inclusion or storage of Frontier End User data in, an ALI Database);

8.3.5 MSAG related activities (including, but not limited to, Frontier's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or

8.3.6 Frontier to recover any costs incurred by it in connection with 9-1-1/E9-1-1 Calls or providing 9-1-1/E9-1-1 services to any person.

8.4 Nothing in this Agreement shall be deemed to prevent WCL from billing to a Controlling 9-1-1 Authority or PSAP rates or charges for:

8.4.1 services, facilities and/or arrangements provided by WCL in connection with 9-1-1/E9-1-1 Calls from WCL to a PSAP for which Frontier is the 9-1-1/E9-1-1 Service Provider;

8.4.2 services, facilities and/or arrangements provided by WCL in connection with 9-1-1/E9-1-1 Calls from a Frontier End User or a Telecommunications Carrier interconnected with Frontier to a PSAP for which WCL is the 9-1-1/E9-1-1 Service Provider (including, but not limited to, charges for the transmission and routing of 9-1-1/E9-1-1 Calls from Frontier End Users or Telecommunications Carriers interconnected with Frontier from the technically feasible Point(s) of Interconnection on Frontier's network to a PSAP for which WCL is the 9-1-1/E9-1-1 Service Provider);

8.4.3 services, facilities and/or arrangements provided by WCL in connection with the transfer of 9-1-1/E9-1-1 Calls between PSAPS;

8.4.4 ALI Database related activities;

8.4.5 MSAG related activities (including, but not limited to, WCL's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or

8.4.6 WCL to recover any costs incurred by it in connection with 9-1-1/E9-1-1 Calls or providing 9-1-1/E9-1-1 services to any person.

9. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with WCL reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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PRICING ATTACHMENT

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Frontier is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Frontier finishes developing such a Charge, Frontier shall notify WCL in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill WCL, and WCL shall pay to Frontier, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Frontier to WCL pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Frontier sends such notice to WCL and thereafter.

1.5 The **Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges.** The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. WCL Prices

Notwithstanding any other provision of this Agreement, the Charges that WCL bills Frontier for WCL's Services shall not exceed the Charges for Frontier's comparable Services, except to the extent that WCL's cost to provide such WCL's Services to Frontier exceeds the Charges for Frontier's comparable Services and WCL has

demonstrated such cost to Frontier, or, at Frontier's request, to the Commission or the FCC.

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

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APPENDIX A TO THE PRICING ATTACHMENT[1][2]

FRONTIER COMMUNICATIONS OF THE CAROLINAS LLC
South Carolina v3.2

I. Rates and Charges for Transport and Termination of Traffic[3]

A. Reciprocal Compensation Traffic Termination

End Office and Tandem Rate: **Bill and Keep**

B. The Tandem Transit Service Charge: **$0.0022320♦ per mou**

C. Facility and Transport for Interconnection Charges[4]

Non-Competitive Counties - Per Frontier Intrastate Access Tariff, Special Access section
Special Access Line[5]
Special Transport Termination
Special Transport Per Airline Mile

Competitive Counties – Per Frontier Interstate Service Guide and Pricelist No. 1
Special Access Line [5]
Special Transport Termination
Special Transport Per Airline Mile

D. Exchange Access Service: Per Frontier Interstate and/or Frontier Intrastate Access Tariff

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[1] This Appendix may contain rates and/or references for services, facilities, arrangements and the like that Frontier does not have an obligation to provide under Section 251 of the Act. Nothing in this Appendix shall be deemed to require Frontier to provide a service, facility, arrangement or the like under rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges the Commission or the FCC may approve or allow to go into effect from time to time, subject to any stay or other order issued by any court of competent jurisdiction.

Unless a citation is provided to a generally applicable Frontier tariff, all listed rates and services are available only to WCL when purchasing these services for use in the provision of Telephone Exchange Service and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Frontier rates and services for use by WCL in the carriage of Toll Traffic shall be subject to Frontier's tariffs for Exchange Access service. Adherence to these limitations is subject to a reasonable periodic audit by Frontier.

[2] Certain of the rates and charges set forth within, as indicated by a "diamond" ("♦"), are, or are based upon, arbitrated rates taken from Case No. 97-01-022 dated January 13, 1997 (the AT&T/GTE Arbitration) and Case No. 97-01-045 dated January 23, 1997 (the MCI/GTE Arbitration). Frontier has agreed to use and to incorporate such rates that are marked with a "♦" subject to the following: The Parties expressly agree (1) that such rates that are marked with a "♦" shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that such rates that are marked with a "♦" shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Orders in Docket Nos. 97-01-022 and 97-01-045, to the extent such Orders established the rates that are marked with a "♦", shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

[3] All rates and charges specified in this Section are pertaining to the Interconnection Attachment.

[4] Frontier's Service Guide and Competitive/Non-Competitive County designations can be found on the Wholesale Operations site at www.wholesale.frontier.com under the Pricing Guides tab.

[5] Special Access Line charges are assessed when CFA is not included in the order.

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II. Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering	
CLEC Account Establishment Per CLEC	$ 273.09
Customer Record Search Per Account	$ 11.69
Ordering and Provisioning	
Engineered Initial Service Order (ISO) - New Service	$ 311.98
Engineered Initial Service Order - As Specified	$ 123.84
Engineered Subsequent Service Order	$ 59.61
Non-Engineered Initial Service Order - New Service	$ 42.50
Non-Engineered Initial Service Order – Changeover	$ 21.62
Non-Engineered Initial Service Order - As Specified	$ 82.13
Non-Engineered Subsequent Service Order	$ 19.55
Central Office Connect	$ 12.21
Outside Facility Connect	$ 68.30
Manual Ordering Charge	$ 12.17
Custom Handling:	
Service Order Expedite:	
Engineered	$ 35.48
Non-Engineered	$ 12.59
Coordinated Conversions:	$ 17.76
Central Office Connection	$ 10.71
Outside Facility Connection	$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	$ 30.55
Central Office Connection	$ 42.83
Outside Facility Connection	$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	$ 4.88
Central Office Connection	$ 9.43
Outside Facility Connection	$ 8.37

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Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that WCL orders any service from this Agreement.

Customer Record Search applies when WCL requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Frontier to WCL. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered. Initial Service Order - Changeover applies only to Basic Services for services migrating from Frontier to WCL. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Frontier to manually enter WCL's order into Frontier's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):
Service Order Expedite (Engineered or Non-Engineered) applies if WCL requests service prior to the standard due date intervals.

Coordinated Conversion applies if WCL requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if WCL requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

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III. Prices for Unbundled Network Elements[6]

Monthly Recurring Charges

Local Loop

2 Wire Digital Loop (inclusive of NID)	$ 18.00♦
4 Wire Digital Loop (inclusive of NID)	$ 28.80♦
DS1 Loop	$ 125.11
DS3 Loop	$ 1,515.42
Supplemental Features:	
ISDN BRI Line Loop Extender	$ 5.69
DS1 Clear Channel Capability	$ 23.74

Subloop

2-Wire Distribution	$ 21.13
4-Wire Distribution	$ 37.97
2-Wire Drop	$ 3.62
4-Wire Drop	$ 3.89
Inside Wire	BFR

Network Interface Device (leased separately)

Basic NID	$ 1.45♦
Complex (12x) NID	$ 2.10♦

Dedicated Transport Facilities

Interoffice Dedicated Transport (IDT)	
IDT DS0 Transport Facility, per ALM	$ 0.36
IDT DS0 Transport Termination	$ 15.08
Multiplexing (Dedicated Transport)	
DS1 to Voice Multiplexing	$ 190.00
DS3 to DS1 Multiplexing	$ 267.35
DS1 Clear Channel Capability	$ 23.74

[6] In addition to any rates and charges set forth in this Section, effective as of March 11, 2005, WCL shall pay any rates and charges that apply to its embedded base of certain UNEs pursuant to the TRRO, without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as UNEs or combinations thereof.

Unbundled Dark Fiber

Unbundled Dark Fiber Loop	$	67.13
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT, Facility	$	24.80
Dark Fiber IDT, Termination	$	6.34
Intermediate Office Cross Connect		TBD

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Line Splitting (also referred to as "Loop Sharing")[7] [8]

A. Unbundled Local Loops As applicable per this Appendix A for UNE Local 2-Wire Digital, DSL qualified Loops Monthly Recurring and Non-Recurring Charges, as amended from time to time.	Includes: Recurring 2-Wire Digital DSL qualified Loop Charges, Service Order Charge, per order, Service Connection Charge*, per loop, Service Connection-Other Charge*, per loop, and Provisioning charges. Also includes, if applicable: Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query (where available), Engineering Work Order (where available), Trouble Dispatch, Misdirects, Dispatch In, Dispatch Out, Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges.	
B. Other Charges	i. Regrade	NRC $8.09
	ii. *Service Connection *Service Connection/ Other	A second Service Connection NRC and Service Connection/ Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.
	iii. Disconnect	A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.
	iv. Line and Station Transfers/Pair Swaps	An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.
C. Collocation Rates Including Splitter Connection and Installation Rates	As applicable per this Appendix A.	

[7] Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

[8] See footnote 1.

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NON-RECURRING CHARGES - LOOP

Loops

Service Ordering		
Initial Service Order (ISO), per order	$	51.20♦
Transfer of Service Charge, per order	$	16.00
Subsequent Service Order, per order	$	24.00
Installation		
Unbundled Loop, per loop and sub-loop	$	25.00
Loop Facility Charge, per trip[9]	$	67.00

Custom Handling

Coordinated Conversions		
ISO	$	17.76
Central Office Connection	$	9.43
Outside Facility Connection	$	8.09
Hot Coordinated Conversion First Hour		
ISO	$	23.91
Central Office Connection	$	37.72
Outside Facility Connection	$	32.36
Hot Coordinated Conversion per Additional Quarter Hour		
ISO	$	4.88
Central Office Connection	$	9.43
Outside Facility Connection	$	8.37

[9] The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

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NON-RECURRING CHARGES – OTHER UNEs & MISC

LOCAL WHOLESALE SERVICES	Ordering		Provisioning	
	100% Manual	Semi-Mech.	Initial Unit	Addt'l Unit
UNBUNDLED NID				
Exchange, Basic	$ 27.06	$ 18.83	$ 33.39	N/A
UNBUNDLED SUP-LOOP				
Exchange – FDI Distribution Interconnection				
Initial	$ 36.32	$ 26.88	$ 61.90	$ 30.36
Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange – Service Terminal Interconnection				
Initial	$ 36.32	$ 26.88	$ 28.99	$ 15.51
Subsequent	$ 15.01	$ 11.83	$ 13.23	$ 6.41
UNBUNDLED DARK FIBER				
Advanced				
Service Inquiry	$ 405.87	$ 405.65	N/A	N/A
Interoffice Dedicated Transport – Initial	$ 64.80	$ 64.57	$ 267.28	$ 224.68
Unbundled Loop – Initial	$ 64.80	$ 64.57	$ 261.86	$ 220.43
Dark Fiber Record Review (with reservations)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
CHANGEOVER CHARGE				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	$ 161.87	$ 99.77	$ 41.64	N/A
Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	$ 179.37	$ 117.27	$ 41.64	N/A
Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A

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LOCAL WHOLESALE SERVICES	Ordering		Provisioning	
	100% Manual	Semi-Mech.	Initial Unit	Addt'l Unit
LOOP CONDITIONING[10] **(No charge for loops 12,000 feet or less)**				
Bridged Tap	N/A	N/A	$ 318.71	$ 34.88
Load Coil (loops greater than 12,000 feet)	N/A	N/A	$ 249.91	N/A
Bridged Tap and Load Coil	N/A	N/A	$ 568.62	$ 34.88
LINE AND STATION TRANSFER[11]	$ 0.00	$ 0.00	$ 147.75	N/A
DEDICATED TRANSPORT (IDT)				
Advanced - Basic (2-wire and 4-wire)				
Initial	$ 95.49	$ 63.01	$ 428.58	N/A
Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Advanced - Complex (DS1 and above)				
Initial	$ 105.04	$ 72.56	$ 584.49	N/A
Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
EXPEDITES				
Exchange Products	$ 3.36	$ 3.36	N/A	N/A
Advanced Products	$ 25.80	$ 25.80	N/A	N/A
OTHER				
Customer Record Search, per account	$ 4.21	N/A	N/A	N/A
CLEC Account Establishment, per CLEC	$ 166.32	$ 166.32	N/A	N/A
Design Change Charge	$ 27.00	$ 27.00	N/A	N/A

[10] These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

[11] A Line and Station Transfer (LST) Charge applies when Frontier arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

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LOCAL WHOLESALE SERVICES	Ordering		Provisioning	
	100% Manual	Semi-Mech.	Initial Unit	Addt'l Unit
ROUTINE NETWORK MODIFICATIONS[12]				
Engineering Query[13]	N/A	N/A	$ 183.99	N/A
Engineering Work Order [14]	N/A	N/A	$ 94.40	N/A
Expedite Engineering Query[11] [15]	N/A	N/A	$ 41.67	N/A
Expedite Engineering Work Order[12] [13]	N/A	N/A	$ 27.94	N/A
Clear Defective Pair	N/A	N/A	$ 272.35	N/A
Reassignment of Non-Working Cable Pair	N/A	N/A	$ 272.35	N/A
Binder Group Rearrangement	N/A	N/A	$ 529.77	N/A
Repeater – Installation	N/A	N/A	$ 1,597.10	N/A
Apparatus Case – Installation	N/A	N/A	$ 2,992.81	N/A
Range Extenders – DS0 Installation	N/A	N/A	$ 809.72	N/A
Range Extenders – DS1 Installation	N/A	N/A	$ 809.72	N/A
Channel Unit to Universal/Cotted DLC System (existing)	N/A	N/A	$ 170.30	N/A
Serving Terminal – Installation/Upgrade	N/A	N/A	Time and Material	N/A
Activate Dead Copper Pair	N/A	N/A	$ 199.90	N/A
Multiplexer – 1/0 - Installation	N/A	N/A	$12,211.41	N/A
Multiplexer – 1/0 – Reconfiguration	N/A	N/A	$ 170.30	N/A
Multiplexer – 3/1 – Installation	N/A	N/A	$26,981.19	N/A
Multiplexer – 3/1 – Reconfiguration	N/A	N/A	$ 382.34	N/A
Multiplexer – Other – Installation	N/A	N/A	Time and Material	N/A
Move Drop	N/A	N/A	$ 109.28	N/A
Cross-Connection – Existing Fiber Facility	N/A	N/A	$ 346.93	N/A
Line Card – Installation	N/A	N/A	$ 314.63	N/A
Copper Rearrangement	N/A	N/A	$ 482.90	N/A
Central Office Terminal – Installation	N/A	N/A	$35,307.87	N/A
IDLC Only Condition	N/A	N/A	$36,847.28	N/A
Other Required Modifications	N/A	N/A	Time and Material	N/A

[12] This Appendix may contain rates, charges, and/or reference services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Nothing in this Appendix shall be deemed to require Frontier to provide a service, facility, arrangement or the like that the Agreement does not require Frontier to provide upon rates, terms or conditions other than those that may be required by the Agreement.

[13] Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

[14] Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

[15] Expedite Charges apply in addition to other listed rates.

LOCAL WHOLESALE SERVICES	Ordering		Provisioning	
	100% Manual	Semi-Mech.	Initial Unit	Addt'l Unit
OTHER				
Commingled Arrangements, per circuit	N/A	N/A	$ 50.00	N/A
Conversion – Service Order	N/A	N/A	$ 19.33	N/A
Conversion – Installation, per circuit	N/A	N/A	$ 7.27	N/A
Circuit Retag, per circuit	N/A	N/A	$ 59.43	N/A
Dark Fiber – Routine Network Modifications	N/A	N/A	Time and Material	N/A

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Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that WCL orders any service from this Agreement.

Customer Record Search applies when WCL requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by WCL.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by WCL.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: Standard Subloop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution and Loop Conditioning.
Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop and Dark Fiber.

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Service Inquiry – Dark Fiber applies per service inquiry when WCL requests Frontier to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if WCL requests service prior to the standard due date intervals and the expedite request can be met by Frontier.

Coordinated Conversion applies if WCL requests notification and coordination of service cut-over prior to the service becoming effective.
Hot Coordinated Conversion First Hour applies if WCL requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to orders for design changes requested by WCL.

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IV. Rates and Charges for 9-1-1

See State Access Tariff.

V. Collocation Rates

See South Carolina Intrastate Access Tariff, Section 18, Collocation Services.

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EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION ATTACHMENT

Technical Specifications and Requirements

for

WINDSTREAM COMMUNICATIONS, LLC –
FRONTIER COMMUNICATIONS OF THE CAROLINAS LLC

Fiber Meet Arrangement No. ***FM #**

The following technical specifications and requirements will apply to Windstream Communications, LLC - Frontier Communications of the Carolinas LLC Fiber Meet Arrangement ***FM #*** ("FM No. ***FM #***"):

1. FM No. ***FM #*** will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Frontier's ***Name of Tandem/End Office*** and WCL's ***Carrier Name of Tandem/End Office*** in A diagram of FM No. ***FM #*** is included as Exhibit A-1.

2. Fiber Meet Points ("FMPs").

   2.1 FM No. ***FM #*** will be configured as shown on Exhibit A-1. FM No. ***FM #*** will have two FMPs. Neither FMP is more than three (3) miles from the nearest Frontier Tandem or End Office.

   2.2 Frontier will provision a Fiber Network Interface Device ("FNID") at ***POLE XX, STREET YY, TOWN ZZ, STATE*** and terminate [_____] strands of its fiber optic cable in the FNID. The FNID provisioned by Frontier will be a ***MANUFACTURER, MODEL***. Frontier will bear the cost of installing and maintaining its FNID. The fiber patch panel within Frontier's FNID will serve as FMP No. 1. Frontier will provide a fiber stub at the fiber patch panel in Frontier's FNID for WCL to connect [_____] strands of its fiber cable [_____] connectors. Frontier's FNID will be locked, but Frontier and WCL will have 24 hour access to their respective side of the fiber patch panel located in Frontier's FNID.

   2.3 WCL will provision a FNID at ***POLE XX, STREET YY, TOWN ZZ, STATE*** and terminate [_____] strands of its fiber optic cable in the FNID. The FNID provisioned by WCL will be a ***MANUFACTURER, MODEL***. WCL will bear the cost of installing and maintaining its FNID. The fiber patch panel within WCL's FNID will serve as FMP No. 2. WCL will provide a fiber stub at the fiber patch panel in WCL's FNID for Frontier to connect [_____] strands of its fiber cable. WCL's FNID will be locked, but WCL and Frontier will have 24-hour access to their respective side of the fiber patch panel located in WCL's FNID.

3. Transmission Characteristics.

   3.1 FM No. ***FM #*** will be built as a ring configuration.

   3.2 The transmission interface for FM No. ***FM #*** will be Synchronous Optical Network ("SONET").

   3.3 Terminating equipment shall comply with SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11).

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3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.

3.5 The optical transmission rate will be Unidirectional OC-***OC Transmission Rate***.

3.6 The path switch protection shall be set as Non-Revertive.

3.7 Frontier and WCL shall provide Primary Reference Source traceable timing.

4. Add Drop Multiplexer.

3.1 Frontier will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Frontier will use a ***MANUFACTURER, MODEL*** Add Drop Multiplexer with firmware release of [x.x] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Frontier must provide WCL with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Frontier's Add Drop Multiplexer.

3.2 WCL will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. WCL will use a ***MANUFACTURER, MODEL*** Add Drop Multiplexer with firmware release of [x.x] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, WCL must provide Frontier with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in WCL's Add Drop Multiplexer.

3.3 WCL and Frontier will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. ***FM #***, the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.

3.4 The Data Communication Channel shall be disabled between the Frontier and WCL Add Drop Multiplexers of FM No. ***FM #***.

5. Testing.

5.1 Prior to turn-up of FM No. ***FM #***, Frontier and WCL will mutually develop and implement testing procedures for FM No. ***FM #***

6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").

6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to WCL as a final step of turn up of the FM No. ***FM #***.

6.2 For one-way trunk arrangements, Frontier will control the CFA for the subtending facilities and trunks connected to Frontier's slots and WCL will control the CFA for the subtending facilities and trunks connected to WCL's slots. WCL will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Frontier will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Frontier and WCL shall jointly designate the slot assignments for Frontier's Add Drop Multiplexers and WCL's Add Drop Multiplexer in FM No. ***FM #***.

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6.3 For two-way trunk arrangements, WCL shall control the CFA for the subtending facilities and trunks connected to FM No. ***FM #***. WCL shall place facility and trunk orders against the total available SAA capacity of FM No. ***FM #***.

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

7.1 Frontier and WCL will inventory FM No. ***FM #*** in their operational support systems before the order flow begins.

7.2 Frontier and WCL will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. ***FM #*** facilities prior to undertaking such work and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.

7.3 Frontier will be responsible for the provisioning and maintenance of the FM No. ***FM #*** transport facilities on Frontier's side of the FMPs, as well as delivering its applicable traffic to the FMPs. WCL will be responsible for the provisioning and maintenance of the FM No. ***FM #*** transport facilities on the WCL's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. ***FM #***.

7.4 Frontier and WCL will provide alarm surveillance for their respective FM No. ***FM #*** transport facilities. Frontier and WCL will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. ***FM #***.

8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. ***FM #*** on each Party's respective side of the FMPs will be borne by such Party.

8.2 If either Party terminates the construction of the FM No. ***FM #*** before it is used to exchange traffic, the Party terminating the construction of FM No. ***FM #*** will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.

8.3 If either Party proposes to move or change FM No. ***FM #*** as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. ***FM #*** as set forth in this document must be mutually agreed upon by the Parties in writing.

WINDSTREAM COMMUNICATIONS, LLC	FRONTIER COMMUNICATIONS OF THE CAROLINAS LLC
By: _____	_____
Date: _____	_____

TO BE EXECUTED AT A LATER DATE

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