

Intrado Position

Embarq's proposed forecasting language does not include a specific requirement that forecasts be provided for E911 trunks.^{142/} To adequately groom its network, Intrado must have some indication from Embarq as to how many E911 trunks will be required to support emergency calls between the Parties networks, and it has added language requiring Embarq to provide that forecast.^{143/} Further, Intrado has modified Embarq's proposed language to make the forecasting provisions, as well as the penalty provisions for over-forecasting, applicable to both Parties rather than solely imposed on Intrado.^{144/} Intrado's proposed language is reasonable and should be adopted.^{145/}

Embarq Position

Embarq's position is unclear. Embarq has not responded to the Intrado October 8 Draft in which Intrado proposed language regarding E911 trunk forecasts. In addition, it appears that Embarq seeks to impose unilateral forecasting and penalty provisions on Intrado.

K. Ordering Processes (Section 72.14)

Issue Presented

Whether the process for Embarq ordering services from Intrado should be included in the interconnection agreement.

Intrado Position

The Embarq May 21 Draft included detailed provisions setting forth the process for Intrado to order services and facilities from Embarq, but did not address how Embarq would

^{142/} Embarq May 21 Draft § 58 (Attachment 4).

^{143/} Intrado September 23 Draft § 58.3 (Attachment 6).

^{144/} Intrado Proposed Interconnection Agreement §§ 58.6, 58.7 (Attachment 1).

^{145/} Intrado Proposed Interconnection Agreement §§ 58.3, 58.6, 58.7 (Attachment 1).

order services from Intrado.^{146/} As co-carriers, both Parties will be purchasing services from the other and thus each Party should be aware of the process to order services and facilities from the other. Intrado's proposed language setting forth Intrado's ordering process should be adopted.^{147/}

Embarq Position

Embarq's position is unknown. The Embarq May 21 Draft only included provisions addressing Embarq's ordering process.

^{146/} Embarq May 21 Draft § 72 (Attachment 4).

^{147/} Intrado September 23 Draft § 72.14 (Attachment 6); Intrado Proposed Interconnection Agreement § 72.14 (Attachment 1).

VI. PRICING AND OTHER ATTACHMENTS (TABLE ONE, TABLE TWO, EXHIBIT A)

Issue Presented

What Embarq will charge Intrado for interconnection and unbundled network elements (“UNEs”) and what list of wire centers should be included in the interconnection agreement.

Intrado Position

Pursuant to Sections 251(c)(2), 251(c)(3), and 252(d)(1) of the Act, Embarq is required to provide pricing for interconnection and unbundled network elements that is just, reasonable, and nondiscriminatory.^{148/} To date, Embarq has not provided Intrado with the rates Embarq intends to charge for leased interconnection facilities or UNEs.^{149/} A sound business plan is contingent upon relative certainty as to the expenditures that will be made for necessary facilities. Intrado’s ability to provide service in Embarq’s service areas will be hindered until Embarq produces the rates it proposes to charge for leased interconnection facilities and UNEs. Similarly, Intrado cannot develop the rates it will charge Embarq for Intrado facilities until Intrado has the opportunity to review and comment on Embarq’s rates for similar services. Embarq must make available the prices it intends to charge Intrado for leased interconnection facilities and UNEs. In addition, Embarq must provide the list of wire centers that are to be included on Exhibit A of the interconnection agreement.^{150/}

^{148/} 47 U.S.C. §§ 251(c)(2), (c)(3), 252(d)(1); *Local Competition Order* ¶ 628.

^{149/} Embarq May 21 Draft at Table One, Table Two (Attachment 4).

^{150/} Embarq May 21 Draft, Exhibit A (Attachment 4).

Embarq Position

Embarq's position is unclear because it has not provided Intrado with the rates Embarq intends to charge Intrado for interconnection facilities and UNEs.

VII. DEFINITIONS

A. Definition of “Central Office Switch” and “Tandem Office Switch” (Sections 1.19, 1.114)

Issue Presented

Whether the definitions of “Central Office Switch” and “Tandem Office Switch” should be modified to include E911 Tandem Switches or Selective Routers and whether the definition of “Tandem Office Switch” should be modified to include PSAPs.

Intrado Position

Intrado has modified the definitions of “Central Office Switch” and “Tandem Office Switch” to clarify that E911 Tandem Switches or Selective Routers are considered Central Office Switches or Tandem Office Switches.^{151/} Intrado’s proposed changes are consistent with the FCC’s recognition that a Selective Router is also known as an “E911 Control Office or E911 Tandem”^{152/} and *Newton’s Telecom Dictionary* definition of a “E911 Control Office” as “the central office that provides tandem switching of 911 calls,” which is also “known as an E-911 Tandem or Selective Router.”^{153/} Further, Intrado has modified the definition of “Tandem Office Switch” to acknowledge that a tandem office switch can be used to connect and switch trunk circuits between and among PSAPs in addition to the other entities and switch types listed in the definition.^{154/} This modification comports with *Newton’s* explanation that each PSAP connects to one or more E911 Control Offices and the E911 Control Office “delivers 911 voice calls, with

^{151/} Intrado Proposed Interconnection Agreement §§ 1.19, 1.114 (Attachment 1).

^{152/} *VoIP E911 Order* at n.37.

^{153/} Harry Newton, *NEWTON’S TELECOM DICTIONARY* 276 (19th ed. 2003).

^{154/} Intrado Proposed Interconnection Agreement § 1.114 (Attachment 1).

Automatic Number Identification, to the PSAP.”^{155/} Intrado’s proposed language is consistent with industry practice and should be adopted.

Embarq Position

Embarq’s position is unknown. Its proposed language did not include E911 Tandems or Selective Routers when defining switches.^{156/}

B. Definition of “Common Transport” (Section 1.28)

Issue Presented

Whether the definition of “Common Transport” should be limited to Embarq’s network and whether the definition should include remote switches.

Intrado Position

The definition of “Common Transport” as proposed by Embarq contemplates interoffice transmission between points on Embarq’s network that is shared by multiple customers.^{157/}

There is no qualification, however, that “customers” refers to customers of Embarq and thus Intrado has modified the language to make this point.^{158/} Further, Intrado has revised the definition of “Common Transport” to include interoffice transmission between remote switches. If the remote switch represents a specific and separate calling area from the host end office, there may be a need to have common transport between the other lines served directly off the host end office. Intrado’s proposed definition should be adopted.^{159/}

^{155/} Harry Newton, NEWTON’S TELECOM DICTIONARY 276 (19th ed. 2003).

^{156/} Embarq May 21 Draft §§ 1.19, 1.103 (Attachment 4).

^{157/} Embarq May 21 Draft § 1.28 (Attachment 4).

^{158/} Intrado Proposed Interconnection Agreement § 1.28 (Attachment 1).

^{159/} Intrado Proposed Interconnection Agreement § 1.28 (Attachment 1).

Embarq Position

Embarq's position is unknown. Embarq did specifically qualify its use of the term "customer" in the "Common Transport" definition and did not include remote switches in the definition.

C. Definition of "End-User" (Section 1.54)

Issue Presented

Whether the agreement should contain a definition of "End-User" and what definition should be used.

Intrado Position

As discussed in further detail below, Embarq's proposed interconnection agreement does not contain a defined term for end-user, customer, subscriber, or the like. Intrado has proposed language to define "End-User" as an individual that subscribes or uses the telecommunications services offered by either of the Parties.^{160/} This language is consistent with industry practice and should be adopted.

Embarq Position

Embarq's position is unknown. The Embarq May 21 Draft did not include a definition for End-User or any similar term.

D. Definition for "Internet Protocol" and "Voice over Internet Protocol" (Sections 1.68, 1.127)

Issue Presented

Whether the interconnection agreement should contain definitions for "Internet Protocol" and "Voice over Internet Protocol" and what definitions should be used.

^{160/} Intrado Proposed Interconnection Agreement § 1.54 (Attachment 1).

Intrado Position

Intrado has proposed a definition for the term “Internet Protocol” or “IP” that is based on the standards used by NENA.^{161/} Likewise, Intrado has offered a definition for “Voice over Internet Protocol” that is identical to the definition adopted by the FCC.^{162/} Intrado’s proposed definitions are consistent with industry practice and the FCC’s rules and should be adopted.

Embarq Position

Embarq’s position is unknown. The Embarq May 21 Draft did not contain definitions for “Internet Protocol” or “Voice over Internet Protocol.”

E. Definition of “Technically Feasible” (Section 1.116)

Issue Presented

Whether the definition of “Technically Feasible” should refer to the FCC’s rules.

Intrado Position

Embarq’s proposed definition of “Technically Feasible” does not comport with the FCC’s rules.^{163/} The FCC’s definition of the term “technically feasible” contains significantly more detail than Embarq’s proposed definition.^{164/} Intrado’s proposed language, which refers to the FCC’s definition, should be adopted.^{165/}

^{161/} Intrado Proposed Interconnection Agreement § 1.68 (Attachment 1); *see also* NENA Master Glossary of 9-1-1 Terminology at 39 (Version 10, June 5, 2007), *available at* http://www.nena.org/media/files/NENA00-001_V1020070605.pdf.

^{162/} Intrado Proposed Interconnection Agreement § 1.127 (Attachment 1); *see also* 47 C.F.R. § 9.3 (defining “interconnected VoIP”).

^{163/} Embarq May 21 Draft § 1.105 (Attachment 4).

^{164/} 47 C.F.R. § 51.5.

^{165/} Intrado Proposed Interconnection Agreement § 1.116 (Attachment 1).

Embarq Position

Embarq's position is unknown. Embarq's proposed definition of "Technically Feasible" only used a portion of the FCC's definition, not the complete definition.

VIII. MISCELLANEOUS

A. Cover Page and Whereas Clauses (Cover page and Whereas Clauses)

Issue Presented

Whether Embarq can include language on the cover page of the agreement limiting Intrado's rights and whether the Whereas clauses should be consistent with the services to be offered by the Parties and the Parties' obligations under the interconnection agreement.

Intrado Position

The Embarq May 21 Draft includes language on the cover page that would require Intrado to agree not to make certain arguments or take certain positions.^{166/} Intrado is not required to acquiesce to Embarq's interpretation of the law in order to secure the interconnection services and facilities it requires to provide its critical, life-saving services. In addition, the FCC has found that a recitation of a FCC policy "in an interconnection agreement is unnecessary to ensure a carrier's rights or make clear a carrier's obligations" and adds no value to the agreement.^{167/} Thus, Embarq's proposed language on the cover page should be deleted.^{168/} In addition, Intrado has revised the Whereas clauses in the beginning of the agreement to reflect the services to be offered by Intrado and use the proper verb of "seeks" rather than "wishes."^{169/}

Embarq Position

Embarq's position is unknown. It appears that Embarq seeks to have Intrado forfeit its rights and agree with Embarq's interpretation of the law.

^{166/} Embarq May 21 Draft, cover page (Attachment 4).

^{167/} *Virginia Arbitration Order* ¶ 33.

^{168/} Intrado Proposed Interconnection Agreement, cover page (Attachment 1).

^{169/} Intrado Proposed Interconnection Agreement, Whereas clauses (Attachment 1).

B. Call-Related Databases (Section 69.1)

Issue Presented

Whether the interconnection agreement should clarify that certain call-related databases are still governed by Section 251 of the Act.

Intrado Position

Embarq's proposed language includes "call-related databases" under the heading of non-251 services.^{170/} However, not all call-related databases are considered non-251 services.

Specifically, the FCC has determined that ILECs such as Embarq are still required to provide unbundled access to 911 and E911 databases under Section 251(c)(3) of the Act.^{171/}

Accordingly, Intrado has proposed language to clarify that certain call-related databases are not governed by the section of the agreement governing non-251 services.^{172/}

Embarq Position

Embarq's position is unknown. Embarq's language does not specifically exclude 911 and E911 databases from the purview of the section governing non-251 services.

C. Brokers and Agents (Section 98.1)

Issue Presented

Whether Intrado is required to warrant that it did not have dealings with a broker or agent in connection with the interconnection agreement.

^{170/} Embarq May 21 Draft § 69.1 (Attachment 4).

^{171/} 47 C.F.R. § 51.319(f); *Triennial Review Order* ¶ 557.

^{172/} Intrado Proposed Interconnection Agreement § 69.1 (Attachment 1).

Intrado Position

There is no requirement that Intrado warrant to Embarq that it did not have dealings with a broker or agent in connection with the interconnection agreement.^{173/} Intrado has the right to utilize any third-party it chooses to help it secure, maintain, and comply with the interconnection relationships it needs to provide its critical emergency services. To the extent Embarq seeks indemnification from Intrado for Intrado's use of brokers or agents, such indemnification is otherwise covered by the agreement's general indemnification provisions. There is no reason for additional language governing brokers or agents. This language should be deleted.^{174/}

Embarq Position

Embarq appears to seek additional indemnification from Intrado if Intrado uses brokers or agents in connection with the Agreement.

D. Capitalization and Consistency of Definitions (Various Sections)

Issue Presented

Whether certain terms of the interconnection agreement should be capitalized and used consistently throughout the agreement.

Intrado Position

The interconnection agreement defines the terms "Party," "Parties," "Selective Router," "Wire Center," "Loop," and "Local Interconnection," but does not consistently capitalize those terms throughout the agreement. To the extent a term has been defined, it should be capitalized throughout the agreement in recognition that it is a specifically defined term.^{175/} To the extent a

^{173/} Embarq May 21 Draft § 98.1 (Attachment 4).

^{174/} Intrado Proposed Interconnection Agreement § 98.1 (Attachment 1).

^{175/} Embarq May 21 Draft § 1.1 (Attachment 4) (stating that terms defined in Section 1 will have the meaning ascribed to them in the Agreement).

term has not been defined, it should not be capitalized in the agreement unless it has an industry-standard usage. Intrado has proposed revised language to accomplish this^{176/} and has made other non-substantive changes to interconnection agreement for consistency and conformity.^{177/}

In addition, Intrado has made revisions to ensure that the term “End-User” is being used consistently throughout the agreement. The Embarq May 21 Draft provided no definition for “end-user,” “customer,” or “subscriber,” but used those terms interchangeably throughout the document. As discussed above, Intrado has included a definition for “End-User” in the definitions section of the interconnection agreement, and has revised the language of the agreement to reflect consistent use of the definition.^{178/}

^{176/} Intrado Proposed Interconnection Agreement §§ 1.57 (capitalize Wire Center), 1.72 (capitalize Wire Center and Loop), 1.129 (capitalize Wire Center), 45.6 (capitalize Wire Center), 45.7 (capitalize Wire Center), 48.3 (capitalize Wire Center), 50.1 (capitalize Wire Center), 50.2 (capitalize Wire Center), 50.3 (capitalize Wire Center), 50.5 (capitalize Wire Center), 1.50 (capitalize Selective Router), 1.96 (capitalize Local Interconnection), 1.31 (capitalize Local Interconnection), 55.2 (capitalize Local Interconnection), 55.3 (capitalize Local Interconnection), 57.1 (capitalize Local Interconnection), 58.6 (capitalize Local Interconnection), 1.102 (lowercase basic exchange telecommunications services), 1.103 (lowercase services), 45.2.2 (capitalize Testing), 4.3 (capitalize Party/Parties), 7.1 (capitalize Party/Parties), 8.3 (capitalize Party/Parties), 9.1 (capitalize Party/Parties), 15.7 (capitalize Party/Parties), 26.1 (capitalize Party/Parties), 44.6 (capitalize Party/Parties), 45.6 (capitalize Party/Parties), 45.7 (capitalize Party/Parties), 45.8 (capitalize Party/Parties), 50.2 (capitalize Party/Parties), 50.3 (capitalize Party/Parties), 50.5 (capitalize Party/Parties), 56.3 (capitalize Party/Parties), 56.6 (capitalize Party/Parties), 56.7 (capitalize Party/Parties), 57.2 (capitalize Party/Parties), 57.4 (capitalize Party/Parties), 58.6 (capitalize Party/Parties), 59.2 (capitalize Party/Parties), 62.2 (capitalize Party/Parties), 62.3 (capitalize Party/Parties), 67 (capitalize Party/Parties), 71.2 (capitalize Party/Parties), 72.6 (capitalize Party/Parties), 72.11 (capitalize Party/Parties), 73.1 (capitalize Party/Parties), 74.9 (capitalize Party/Parties), 75.3 (capitalize Party/Parties), 75.4 (capitalize Party/Parties), 79.3.1 (capitalize Party/Parties), 81.6 (capitalize Party/Parties), 82.1 (capitalize Party/Parties), 83.1 (capitalize Party/Parties), 85.3 (capitalize Party/Parties), 89.4 (capitalize Party/Parties), 90.2 (capitalize Party/Parties), 91.6 (capitalize Party/Parties), 1.61 (capitalize Loop), 1.32 (capitalize Loop), 45.6 (capitalize Loop), 45.7 (capitalize Loop) (Attachment 1).

^{177/} Intrado Proposed Interconnection Agreement §§ 1.2 (grammatical changes), 20.1 (changing “carriers” to “service providers”), 43.1 (changing “customer” to “INTRADO COMM”); 58.5 (spelling out “RASR”); 69.1 (“parties” to “party’s”); 71.3 (lowercase “subscriber of record”) (Attachment 1).

^{178/} Intrado Proposed Interconnection Agreement §§ Whereas clause, 1.15 (Business Line), 1.19 (End Office Switch), 1.33 (Custom Calling Features), 1.37 (Dedicated Transport), 1.38 (Demarcation Point), 1.40 (Directory Assistance Database), 1.58 (FTTC), 1.59 (FTTH), 1.60 (Grandfathered Service), 1.61 (High Frequency Portion of the Local Loop), 1.72 (Local Loop), 1.78 (MECAB), 1.87 (Operator Services), 1.102 (Rate Center), 1.126 (VNXX), 1.128 (Wholesale Service), 1.129 (Wire Center), 3.1, 6.2, 11.2, 11.3, 11.8, 13.1, 13.2, 13.3, 15.8, 27.2.1, 27.4.1, 35.1, 38.1, 39.1, 41, 42.1, 44, 45, 46, 50.2, 50.3, 53, 54, 56.4, 57.4, 63, 66, 67, 68, 69.1, 70.2, 71, 72, 73, 74, 75, 78.6, 85.5, 91.6, 94.2 (Attachment 1).

Embarq Position

Embarq's position is unknown. It appears Embarq sought to define some terms, but did not capitalize those terms throughout the document, and did not use terms consistently in the agreement.

CONCLUSION

For the foregoing reasons, Intrado respectfully requests that the Commission arbitrate the outstanding issues identified herein and adopt Intrado's proposed language set forth in Attachment 1.

Respectfully submitted,

**INTRADO COMMUNICATIONS OF
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Dated: November 27, 2007

CERTIFICATE OF SERVICE

I, Angela F. Collins, certify that on this 26th day of November 2007, I served an original and five (5) copies of Intrado Communications of Virginia Inc.'s Petition for Arbitration, via Federal Express, on the Virginia State Corporation Commission and one (1) copy on each of the following:

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Angela F. Collins

LIST OF ATTACHMENTS

NO.	BRIEF DESCRIPTION
1.	Intrado Proposed Interconnection Agreement
2.	Letter from Thomas Hicks, Intrado, to Kathryn Feeney, Embarq (Oct. 11, 2007)
3.	Letter from Thomas Hicks, Intrado, to Kathryn Feeney, Embarq (May 18, 2007)
4.	Email from Kathryn Feeney, Embarq, to Colleen Lockett, Intrado (May 21, 2007), <i>attaching</i> Embarq template interconnection agreement ("Embarq May 21 Draft")
5.	Email from Rebecca Ballesteros, Intrado, to Kathryn Feeney, Embarq (Sept. 4, 2007), <i>attaching</i> Intrado network diagram, and subsequent email correspondence (Sept. 10 and Sept. 11, 2007)
6.	Email from Thomas Hicks, Intrado, to Kathryn Feeney, Embarq (Sept. 23, 2007), <i>attaching</i> Intrado September 23 Draft
7.	Email from Kathryn Feeney, Embarq, to Thomas Hicks, Intrado (Oct. 3, 2007)
8.	Email from Thomas Hicks, Intrado, to Kathryn Feeney, Embarq (Oct. 8, 2007), <i>attaching</i> Intrado October 8 Draft
9.	Email from Kathryn Feeney, Embarq, to Thomas Hicks, Intrado (Oct. 10, 2007); Email from Thomas Hicks, Intrado, to Kathryn Feeney, Embarq (Oct. 10, 2007)
10.	Email from Kathryn Feeney, Embarq, to Thomas Hicks, Intrado (Oct. 24, 2007); Email from Thomas Hicks, Intrado, to Kathryn Feeney, Embarq (Oct. 24, 2007)
11.	Email from Kathryn Feeney, Embarq, to Thomas Hicks, Intrado (Nov. 1, 2007); Email from Kathryn Feeney, Embarq, to Thomas Hicks, Intrado (Nov. 1, 2007)
12.	Email from Kathryn Feeney, Embarq, to Thomas Hicks, Intrado (Nov. 1, 2007)

ATTACHMENT 1



INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF [INSERT STATE NAME]

Insert Date of Agreement
(leave blank until ready for final signature)

[Insert CLEC Name]
Intrado Communications Inc.
[Intrado Communications of Virginia Inc. for Virginia]

and

[Insert Embarq Company Name]

~~THIS DOCUMENT IS A DRAFT AND REPRESENTS THE CURRENT POSITIONS OF THE EMBARQ LOCAL OPERATING COMPANIES WITH RESPECT TO INTERCONNECTION AND RESALE. EMBARQ RESERVES THE RIGHT TO MODIFY THIS DRAFT AGREEMENT, INCLUDING ANY APPENDICES, SCHEDULES AND/OR ATTACHMENTS THERETO, AT ANY TIME PRIOR TO THE EXECUTION OF A FINAL AGREEMENT BY BOTH PARTIES. THIS DOCUMENT IS NOT AN OFFER. TO THE EXTENT THE PARTIES AGREE TO ALSO NEGOTIATE NETWORK ELEMENTS, SERVICES, OR INTERCONNECTION RATES, TERMS AND CONDITIONS NOT GOVERNED BY 47 USC 251 ("NON-251 SERVICES"), THE PARTIES AGREEMENT TO NEGOTIATE BOTH TYPES OF SERVICES DOES NOT MAKE THE NON-251 SERVICES SUBJECT TO THE PROVISIONS OF 47 USC 252 AND DOES NOT TRIGGER THE VARIOUS PROCESSES UNDER SECTION 252, INCLUDING THE RIGHT TO COMPULSORY ARBITRATION OF THE RATES, TERMS AND CONDITIONS FOR NON-251 SERVICES. FURTHER, CLEC AGREES NOT TO ARGUE THAT AGREEMENT TO DISCUSS BOTH 251 AND NON-251~~

~~SERVICES CONSTITUTES AN AGREEMENT BY EMBARQ THAT THE NON-251 SERVICES ARE SUBJECT TO 252.~~

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INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this _____ day of _____, 20__, is entered into by and between [~~Insert CLEC Name~~] ("~~CLEC~~" Intrado Communications Inc [or Intrado Communications of Virginia Inc.] (hereafter referred to as INTRADO COMM), a [*Insert State Name*] corporation, and [*Insert Embarq Company Name*] ("Embarq"), a [*Insert state of incorporation*] corporation, to establish the rates, terms and conditions for local interconnection, collocation, local resale, and purchase of unbundled Network Elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties ~~wish~~seek to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that ~~customers~~End-Users of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for ~~CLEC~~INTRADO COMM's use in the provision of telephone exchange service and exchange access ("Local Interconnection"); and

WHEREAS, ~~CLEC wishes~~INTRADO COMM seeks to purchase Telecommunications Services for resale to others, and Embarq is willing to provide these services; and

WHEREAS, ~~CLEC wishes~~INTRADO COMM seeks to purchase unbundled Network Elements, ancillary services and functions and additional features ("Network Elements") for the provision of Telecommunications Services to others, and Embarq is willing to provide unbundled Network Elements and services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the Parties wish to replace any and all other prior agreements, written and oral, applicable to the state of [*Insert State Name*].

Now, therefore, in consideration of the terms and conditions contained in this Agreement, ~~CLEC~~INTRADO COMM and Embarq hereby mutually agree as follows:

04-24-07

PART A – DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Section shall have the meanings as set forth in this Agreement. Other terms used but not defined will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. **“911 Service” or “9-1-1 Service”** means a universal telephone number ~~which~~that gives the public direct access to the Public Safety Answering Point (“PSAP”). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. **“Access Services”** refers to interstate and intrastate switched access and private line transport services.
- 1.4. **“Act”** means the Communications Act of 1934, as amended.
- 1.5. **“Affiliate”** is as defined in the Act.
- 1.6. **“Augment”** refers to a modification (increase/addition or decrease/reduction) to an existing Collocation Arrangement. Examples include changes to the space, cage, power, cross-connect cabling, conduit, vault, riser, or cabling associated with the Collocation Arrangement.
- 1.7. **“Automated Message Accounting” (“AMA”)** is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
- 1.8. **“Automatic Location Identification” (“ALI”)** means a feature that provides the caller’s telephone number, address and the names of the Emergency Response agencies that are responsible for that address.
- 1.9. **“Automatic Location Identification/Data Management System (“ALI/DMS”)** means the emergency service (“E911/911”) ~~database—containing subscriber~~integrated database management and storage system which creates and stores the E-911 call routing and E-911 ALI data containing End-User location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (“PSAP”) to route the call.
- 1.10. **“Automatic Number Identification” (“ANI”)** is a feature that identifies and

displays the number of a telephone line that originates a call.

- 1.11. **“Automatic Route Selection”** (“ARS”) is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.12. **“ATU - C”** refers to an ADSL Transmission Unit - Central Office.
- 1.13. **“Busy Line Verify/Busy Line Verify Interrupt”** (“BLV/BLVI”) means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber’s telephone line.
- 1.14. **“Business Day(s)”** means the days of the week excluding Saturdays, Sundays, and all Embarq holidays.
- 1.15. **“Business Line”** is an Embarq-owned switched access line used to serve a business customer End-User, whether by Embarq or by a competitive LEC that leases the line from Embarq. The number of Business Lines in a Wire Center shall equal the sum of all Embarq business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting end-user customers End-User with Embarq end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DSI line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) “Business Lines.”
- 1.16. **“Cable Vault”** shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.17. **“Carrier Access Billing System”** (“CABS”) is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Embarq’s carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.18. **“Central Office Building”** or **“Building”** shall mean a structure (not including a controlled environment vault (“CEV”)) housing Embarq network equipment that is under the control of Embarq and for which Embarq has the right to grant access and/or occupation by third parties.
- 1.19. **“Central Office Switches”** - are switching facilities within, or connected to, the public switched telecommunications network, including, but not limited to:

- 1.19.1. “**End Office Switches**” (“EOs”) are switches from which end user End-User Telephone Exchange Services are directly connected and offered.
- 1.19.2. “**Tandem Switches**” are switches that are used to connect and switch trunk circuits between and among Central Office Switches, including sometimes functioning as E911 Tandem Switches or Selective Routers for emergency call routing.
- 1.19.3. “**Remote Switches**” are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or Control Office.
- 1.20. “**Centrex**” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.21. “**CLASS/LASS**” (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.22. “**Collocation Arrangement**” refers to a single, specific provision of collocation in a particular Premises, not limited to a cage enclosing CLECINTRADO COMM’s equipment within the Premises.
- 1.23. “**Collocation Space**” shall mean an area of space located in a building to be used by CLECINTRADO COMM to house telecommunications equipment that is necessary for interconnection or access to UNEs. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.24. “**Commingle**” means the act of Commingling.
- 1.25. “**Commingling**” means the connecting, attaching, or otherwise linking of an unbundled Network Element, or a combination of unbundled Network Elements, to one or more facilities or services that CLECINTRADO COMM has obtained at wholesale from Embarq or the combining of an unbundled Network Element, or a combination of unbundled Network Elements with one or more such facilities or services.
- 1.26. “**Commission**” means the [*Insert Commission Name*].
- 1.27. “**Common Channel Signaling**” (“CCS”) is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.28. “**Common Transport**” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and

between Tandem Switches in Embarq's network. Common Transport is shared between multiple Embarq customers and is required to be switched at the Tandem Switch or Remote Switch if applicable.

- 1.29. "**Confidential and/or Proprietary Information**" has the meaning set forth in Section 15.
- 1.30. "**Controlled Environment Vault**" ("CEV") shall mean a below ground room other than a Central Office Building which is controlled by Embarq and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.31. "**Control Office**" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of ~~local interconnection~~ Local Interconnection arrangements.
- 1.32. "**Copper Loop**" is a stand-alone ~~local-loop~~ Local Loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade Copper Loops, digital Copper Loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire Copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the Copper Loops are in service or held as spares. The Copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 1.33. "**Custom Calling Features**" means a set of Telecommunications Service features available to residential and single-line business customers End-Users including call-waiting, call-forwarding and three-party calling.
- 1.34. "**Customer Proprietary Network Information**" ("CPNI") is as defined in the Act.
- 1.35. "**Database Management System**" ("DBMS") is a computer process used to store, sort, manipulate and update the data required to provide Selective Routing and ALI.
- 1.36. "**Day**" means Days unless otherwise specified.
- 1.37. "**Dedicated Transport**" includes Embarq transmission facilities between Wire Centers or Switches owned by Embarq, or between Wire Centers or Switches owned by Embarq and Switches owned by GLECINTRADO COMM, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer End-User or carrier.
- 1.38. "**Demarcation Point**" is that point on the facility where Embarq's control of the facility ceases, and the End-User-Customer's control of the facility begins.
- 1.39. "**Digital Subscriber Line Access Multiplexer**" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.

- 1.40. **"Directory Assistance Database"** refers to any subscriber ~~End-User~~ record used by Embarq in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.41. **"Directory Assistance Services"** provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.42. **"DS1 Loop"** is a digital Local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 1.43. **"DS3 Loop"** is a digital Local Loop having a total digital signal speed of 44.736 megabytes per second.
- 1.44. **"DSLAM"** refers to a Digital Subscriber Line Access Multiplexer.
- 1.45. **"Duct"** is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.46. **"E9-1-1 Authority"** means an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.
- ~~1.47.~~ ~~1.46.~~ **~~"Effective Date"~~** is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- ~~1.48.~~ ~~1.47.~~ **~~"Electronic Interface"~~** means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- ~~1.49.~~ ~~1.48.~~ **~~"Emergency Response Agency"~~** is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.50. ~~1.49.~~ **"Emergency Service Number"** (**"ESN"**) is a three to five digit number assigned to the ALI and selective routing databases for all subscriber telephone numbers. Master Street Address Guide (MSAG) by the E911 Authority and used for the creation of Selective Routing databases and E911 ALI records The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.51. ~~1.50.~~ **"Enhanced Extended Link"** (**"EEL"**) for purposes of this Agreement refers to the combination of unbundled Network Elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Embarq Network.
- 1.52. ~~1.51.~~ **"Exchange Message Interface System"** (**"EMI"**) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).

- 1.53. ~~1.52.~~ **“End Date”** is the date this Agreement terminates as referenced in 5.1.
- 1.54. **“End-User”** means the individual that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by Embarq or INTRADO COMM.
- 1.55. ~~1.53.~~ **“Enhanced 911 Service”** (“E911” or “E9-1-1”) means a telephone communication exchange service which that will automatically route a call dialed caller dialing “9-1-1” to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party’s telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.56. ~~1.54.~~ **“FCC”** means the Federal Communications Commission.
- 1.57. ~~1.55.~~ **“Fiber-based Collocator”** means any carrier, unaffiliated with Embarq, that maintains a Collocation Arrangement in Embarq’s wire center Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation Arrangement within the Wire Center; (2) leaves Embarq’s Wire Center premises; and (3) is owned by a party other than Embarq or any affiliate of Embarq, except as set forth in this definition. Dark fiber obtained from Embarq on an indefeasible right of use basis shall be treated as non-Embarq fiber-optic cable. Two or more Affiliated Fiber-based Collocators in a single Wire Center shall collectively be counted as a single Fiber-based Collocator. For purposes of this definition, the term Affiliate is defined by 47 USC § 153(1) and any relevant interpretation in the Act.
- 1.58. ~~1.56.~~ **“Fiber-to-the-curb Loop”** (“FTTC Loop”) means a Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer End-User’s premises or, in the case of predominantly residential multiple dwelling units (“MDUs”), not more than 500 feet from the MDU’s minimum point of entry (“MPOE”). The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer End-User’s premises.
- 1.59. ~~1.57.~~ **“Fiber-to-the-home Loop”** (“FTTH Loop”) means a Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user’s customer End-User’s premises or, in the case of predominantly residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ MPOE.
- 1.60. ~~1.58.~~ **“Grandfathered Service”** means service which is no longer available for new customers End-Users and is limited to the current customer End-User at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

- 1.61. ~~1.59.~~ **“High Frequency Portion of the localLocal Loop”** (“HFPL”) is defined as the frequency range above the voice band on a Copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Embarq to the ~~end-user-customer~~End-User.
- 1.62. ~~1.60.~~ **“Hybrid Loop”** means a Local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.
- 1.63. ~~1.61.~~ **“Incumbent Local Exchange Carrier”** (“ILEC”) is as defined in the Act.
- 1.64. ~~1.62.~~ **“Information Services”** shall have the meaning defined in 47 CFR 51.5.
- 1.65. ~~1.63.~~ **“Interexchange Carrier”** (“IXC”) means a provider of interexchange Telecommunications Services.
- 1.66. ~~1.64.~~ **“Interexchange Service”** shall mean telecommunications service between stations in different exchange areas.
- 1.67. ~~1.65.~~ **“ISP-Bound Traffic,”** for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Remand Order (FCC 01-131), 16 F.C.C. Rcd. 9151 (2001).
- 1.68. **“Internet Protocol” or “IP ”** means the method by which data is sent from one computer to another on the Internet or other networks.
- 1.69. ~~1.66.~~ **“Inner Duct”** or “Conduit” shall mean any passage or opening in, on, under, over or through the Embarq Central Office Building cable or conduit systems.
- 1.70. ~~1.67.~~ **“Line Information Data Base”** (“LIDB”) means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Embarq and other entities and validation for collect and billed-to-third services.
- 1.71. ~~1.68.~~ **“Live Load Capacity”** as it relates to a GLECINTRADO COMM's Collocation Space refers to the structural strength of the floor to support the weight of GLECINTRADO COMM's property and equipment installed in the collocated space.
- 1.72. ~~1.69.~~ **“Local Loop”** refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in an Embarq Central Office or wire center Wire Center, and up to the demarcation point (e.g., Network Interface Device) at a ~~customer~~an End-User's premises, to which GLECINTRADO COMM is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the ~~customer~~End-User premises. Local ~~loops~~Loops include Copper Loops, Hybrid Loops, DS1 ~~loops~~Loops, DS3 ~~loops~~Loops, FTTC Loops and FTTH Loops.
- 1.73. ~~1.70.~~ **“Local Number Portability”** (“LNP”) means the ability of users of Telecommunications Services to retain, at the same location, existing

telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

- 1.74. ~~1.71.~~ **“Local Service Request” (“LSR”)** means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.75. ~~1.72.~~ **“Local Traffic”** for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding Commercial Mobile Radio Service “CMRS” traffic) that is originated and terminated within Embarq’s local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Embarq Tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 1.76. **“Master Street Address Guide” or “MSAG” means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs), and is used to enable proper routing of E9-1-1 calls and the display of appropriate emergency response agencies to the PSAP receiving the call.**
- 1.77. ~~1.73.~~ **“Mobile Wireless Service”** means any mobile wireless telecommunications service, including any commercial mobile radio service (CMRS). CMRS includes paging, air-ground radiotelephone service and offshore radiotelephone service, as well as mobile telephony services, such as the voice offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.
- 1.78. ~~1.74.~~ **“Multiple Exchange Carrier Access Billing” (“MECAB”)** refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (“OBF”). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer ~~an~~ **End-User** by two or more providers or by one provider in two or more states within a single LATA.
- 1.79. ~~1.75.~~ **“Multiple Exchange Carrier Ordering And Design” (“MECOD”)** refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers.
- 1.80. ~~1.76.~~ **“National Emergency Number Association” (“NENA”)** is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.81. **“NENA Company Identifier” or “NENA Company ID” means the three to five (3 to 5) character identifier obtained by the service provider from the National**

Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750, Arlington, VA 22203-1695 [see NENA's website, currently at www.nena9-1-1.org]. The NENA Company ID allows the PSAP to identify the service provider for the caller, and to determine the 24 x 7 number of the Company for emergency contact needs

- 1.82. ~~1.77.~~ “**Network Element**” is as defined in the Act.
- 1.83. ~~1.78.~~ “**North American Numbering Plan**” (“NANP”) means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.84. ~~1.79.~~ “**Numbering Plan Area**” (“NPA”) (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.85. ~~1.80.~~ “**NXX**,” “**NXX Code**,” “**COC**,” “**Central Office Code**,” or “**CO Code**” is the three-digit switch entity indicator, which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.86. ~~1.81.~~ “**OBF**” means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.87. ~~1.82.~~ “**Operator Services**” provides for:
- 1.87.1. ~~1.82.1.~~ operator handling for call completion (e.g., collect calls);
 - 1.87.2. ~~1.82.2.~~ operator or automated assistance for billing after the subscriber~~End-User~~ has dialed the called number (e.g., credit card calls); and
 - 1.87.3. ~~1.82.3.~~ special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.88. ~~1.83.~~ “**Outside Cable Duct**” shall mean any space located outside the Central Office Building and owned by or under the control of Embarq through which Embarq runs its cable, conduit or other associated facilities.
- 1.89. PSAP ALI Messaging (“PAM”) Interface Protocol” or “PAM” means an interface that uses a proprietary protocol to retrieve the caller’s ANI/ALI from another ALI system or from a dynamic ANI/ALI provider (e.g. MPC/VPC) for

display at the appropriate PSAP upon the answer of a 9-1-1 call.

- 1.90. ~~1.84.~~ **“Parity”** means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Embarq of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLECINTRADO COMM, including provisioning and repair, at least equal in quality to those offered to Embarq, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Embarq shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLECINTRADO COMM as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.91. ~~1.85.~~ **“P.01 Transmission Grade Of Service” (“GOS”)** means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.92. ~~1.86.~~ **“Parties”** means, jointly, Embarq and CLECINTRADO COMM, and no other entity, Affiliate, subsidiary or assign.
- 1.93. ~~1.87.~~ **“Party”** means either Embarq or CLECINTRADO COMM, and no other entity, Affiliate, subsidiary or assign.
- 1.94. ~~1.88.~~ **“Percent Local Usage” (“PLU”)** is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.95. ~~1.89.~~ **“Physical Collocation”** is as defined in 47 CFR 51.5.
- 1.96. ~~1.90.~~ **“Point of Interconnection” (“POI”)** is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLECINTRADO COMM and Embarq for the local interconnection Local Interconnection of their networks. The POI also establishes the demarcation point to delineate each Party’s financial obligations for facility costs.
- 1.97. ~~1.91.~~ **“Premises”** is as defined in 47 CFR 51.5.
- 1.98. ~~1.92.~~ **“Pre-Order Loop Qualification” (“Loop Qualification”)** is an OSS function that includes supplying loop qualification information to CLECsINTRADO COMM as part of the Pre-ordering Process. Examples of the type of information provided are:
- 1.98.1. ~~1.92.1.~~ Composition of the loop material, i.e. fiber optics, copper;
 - 1.98.2. ~~1.92.2.~~ Existence, location and type of any electronic or other equipment on the loop, including but not limited to:

- 1.98.2.1. ~~1.92.2.1.~~—Digital Loop Carrier (“DLC”) or other remote concentration devices;
- 1.98.2.2. ~~1.92.2.2.~~—Feeder/distribution interfaces;
- 1.98.2.3. ~~1.92.2.3.~~—Bridge taps;
- 1.98.2.4. ~~1.92.2.4.~~—Load coils;
- 1.98.2.5. ~~1.92.2.5.~~—Pair gain devices; or
- 1.98.2.6. ~~1.92.2.6.~~—Disturbers in the same or adjacent binders.

1.98.3. ~~1.92.3.~~—Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;

1.98.4. ~~1.92.4.~~—Wire gauge or gauges; and

1.98.5. ~~1.92.5.~~—Electrical parameters.

1.99. ~~1.93.~~—“**Proprietary Information**” shall have the same meaning as Confidential Information.

1.100. “Pseudo-ANI” or “pANI” means a 10 digit number that is used in place of ANI for E9-1-1 call routing and the delivery of dynamic ALI information.

1.101. “Public Safety Answering Point” or “PSAP” means an answering location for 9-1-1 calls originating in a given area.

1.102. ~~1.94.~~—“**Rate Center**” means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Embarq or GLECINTRADO COMM for its provision of basic exchange Telecommunications Services. The “rate center point” is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end-user ~~End-User~~ traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The “rate center area” is the exclusive geographic area identified as the area within which Embarq or GLECINTRADO COMM will provide ~~Basic Exchange Telecommunications Services~~ basic exchange telecommunications services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

1.103. ~~1.95.~~—“**Routing Point**” means a location which Embarq or GLECINTRADO COMM has designated on its own network as the homing (routing) point for traffic inbound to basic exchange ~~Services~~ services provided by Embarq or GLECINTRADO COMM, which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an “End Office”

location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1.104. **"Shell Records"** means those pre-provisioned Service Order Information ("SOI")-type records necessary to enable dynamic ANI/ALI call delivery and display methods, and used to determine call routing and the appropriate dynamic ANI/ALI provider responsible for providing the caller's ANI/ALI for display at the appropriate PSAP upon the answer of a 9-1-1 call.
- 1.105. ~~1.96.~~ **"Small Exchange Carrier Access Billing"** ("SECAB") means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.106. **"Selective Router" or "SR" or "E911 Tandem Switch"** means the call routing system (i.e. associated hardware and software) used to route an E9-1-1 call to the proper PSAP based upon the ANI or pANI associated with the E9-1-1 call.
- 1.107. ~~1.97.~~ **"Selective Routing"** is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.
- 1.108. **"Service Order Information" or "SOI"** means the wireline End-User information acquired and retained by a service provider or pANI (Shell) records, and necessary for presentation to an ALI database in accordance with NENA Standard Formats & Protocols for ALI Data Exchange and/or Standards for Private Switch (PS) E-9-1-1 Database.
- 1.109. ~~1.98.~~ **"Signaling Transfer Point"** ("STP") means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. An STP transmits, receives and processes CCIS messages.
- 1.110. ~~1.99.~~ **"Splitter"** is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.100. ~~"Street Index Guide" ("SIG") is a database defining the geographic area of an E911 Service. It includes an alphabetical list of the street names, high-low house~~

~~number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Embarq.~~

1.111. Intentionally Omitted.

1.112. ~~1.101.~~ **“Switch”** means a Central Office Switch as defined in this Part A.

1.113. ~~1.102.~~ **“Synchronous Optical Network” (“SONET”)** is an optical interface standard that allows interworking of transmission products from multiple vendors (*i.e.*, mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).

1.114. ~~1.103.~~ **“Tandem Office Switches,” “Tandem,” and “Tandem Switching”** describe Class 4 switches ~~which and E911 Tandem Switches or SRs that~~ are used to connect and switch trunk circuits between and among End Office Switches and, Remote Switches, other tandems and Public Safety Answering Points.

1.115. ~~1.104.~~ **“Tariff”** means a filing made at the state or federal level for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

1.116. ~~1.105.~~ **“Technically Feasible”** ~~refers solely to technical or operational concerns, rather than economic, space, or site considerations~~ is as defined by the FCC.

1.117. ~~1.106.~~ **“Tier 1”** Wire Centers are those Embarq Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Embarq tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

1.118. ~~1.107.~~ **“Tier 2”** Wire Centers are those Embarq Wire Centers that are not Tier 1 Wire Centers but contain at least three (3) Fiber-based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

1.119. ~~1.108.~~ **“Tier 3”** Wire Centers are those Embarq Wire Centers that are not Tier 1 or Tier 2 Wire Centers.

1.120. ~~1.109.~~ **“Telecommunications”** is as defined in the Act.

1.121. ~~1.110.~~ **“Telecommunications Carrier”** is as defined in the Act.

1.122. ~~1.111.~~ **“Telecommunications Service”** is as defined in the Act.

1.123. ~~1.112.~~ **“Transit Service”** means the delivery of Transit Traffic.

1.124. ~~1.113.~~ “**Transit Traffic**” means Local Traffic or ISP-Bound Traffic that originated on ~~LEC~~INTRADO COMM’s network, transited through Embarq’s network, and terminated to a third party Telecommunications Carrier’s network or that is originated on a third party Telecommunications Carrier’s network, transited through Embarq, and terminated to ~~LEC~~INTRADO COMM’s network.

1.125. ~~1.114.~~ “**Virtual Collocation**” is as defined in 47 CFR 51.5.

1.126. ~~1.115.~~ **Virtual NXX Traffic (“VNXX Traffic”)** – As used in this Agreement, Virtual NXX traffic or VNXX Traffic is defined as calls in which a Party’s customer~~End-User~~ is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the ~~eustomer~~End-User’s actual physical premise location.

1.127. “**Voice over Internet Protocol” or “VoIP”** means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user’s location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

1.128. ~~1.116.~~ “**Wholesale Service**” means Telecommunication Services that Embarq provides at retail to subscribers~~End-Users~~ who are not Telecommunications Carriers as set forth in 47 USC § 251(c)(4), which Embarq provides to resellers at a wholesale rate.

1.129. ~~1.117.~~ “**Wire center**Center” is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all ~~eustomer~~End-Users served by a given Wire Center are located.

1.130. ~~1.118.~~ “**xDSL**” refers to a generic term for a series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement, including Parts A through L, Tables One and Two and exhibits, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection, Collocation, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A – DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined in this Agreement will have the meanings ascribed to them in the Act and in the FCC's and the Commission's rules, regulations and orders. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

3. NETWORK CHANGES

- 3.1. Embarq shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Embarq may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing GLECINTRADO COMM notice as required by this Section. Embarq agrees to cooperate with GLECINTRADO COMM and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to ~~eustomers~~End-Users, which may result from such discontinuance of service.

4. REGULATORY APPROVALS

- 4.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. Embarq and GLECINTRADO COMM shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

- 4.2. The Parties
 acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement

or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) Days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 4.3. Notwithstanding any other provision of this Agreement to the contrary Section 4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either partyParty may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the partiesParties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules. Embarq may charge rates to CLECINTRADO COMM under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.
- 4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Embarq determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLECINTRADO COMM under this Agreement, then Embarq may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) Days written notice to CLECINTRADO COMM. Immediately upon provision of such written notice to CLEC, CLECINTRADO COMM, INTRADO COMM will be prohibited from ordering and Embarq will not provide new Discontinued Arrangements.

5. TERM AND TERMINATION

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of ~~two~~three years until [*Enter End Date*] ("End Date"), unless earlier terminated in accordance with this Section 5, ~~provided however that if CLEC has any outstanding past due obligations to Embarq or any of Embarq's affiliates, this Agreement will not be effective until such time as any past due obligations with Embarq are paid in full.~~5. This agreement shall become binding upon execution by the Parties. No order or request for services under this

Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before ~~CLEC~~each Party has established a customer account with ~~Embarq~~the other Party and has completed the Implementation Plan described in this Agreement.

- 5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. ~~Embarq~~Each Party may terminate this Agreement upon ~~sixty~~ (1060) Days notice if ~~CLEC~~INTRADO COMM is not exchanging traffic with ~~Embarq~~the other Party or has not submitted orders pursuant to this Agreement within ~~one-three hundred-eighty-sixty~~ (180360) Days of the Effective Date. In addition, ~~Embarq~~the Parties reserve the right to terminate this Agreement immediately upon written notice from the ~~CLEC~~other Party that it has ceased doing business in this state. ~~In addition to notice from CLEC, Embarq may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.~~
- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, ~~should~~Embarq shall provide sixty (60) days prior written notice to INTRADO COMM if Embarq intends to sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services. After providing such notice to Intrado, ~~then~~ Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon ~~sixty (60) Days prior written notice~~in accordance with relevant state commission approvals.

6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, ~~CLEC~~INTRADO COMM will provide Embarq notice to commence negotiations pursuant to Sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under Section 5.1, ~~CLEC~~INTRADO COMM has submitted a notice to commence negotiations under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration,

provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations under § 252, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective ~~end-users~~ End-Users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.4, and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date ~~at the written request of either Party~~ only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request, ~~or (iii) the first anniversary of the End Date.~~

6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply or no longer applies, Embarq will continue to provide services pursuant to one of the following:

6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or

6.3.2. An existing agreement between Embarq and another carrier adopted by CLECINTRADO COMM for the remaining term of that agreement. ~~If CLEC fails to designate an agreement under this subsection, then Embarq may designate such agreement.~~

7. CHARGES, BILLING AND PAYMENT

7.1. In consideration of the services provided by ~~Embarq~~ the Parties under this Agreement, ~~CLEC~~ the Parties shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof and subject to the dispute provisions provided herein. ~~Additional billing procedures for charges incurred by CLEC hereunder are set forth in Part J.~~

7.2. Embarq shall pay interconnection charges in parity with other telecommunication service providers connecting similarly to INTRADO COMM's Intelligent Emergency Network™

7.3. ~~7.2.~~ Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the bill date shown on the invoice.

7.3.1. ~~7.2.1.~~ For invoices not paid when due, late payment charges will be assessed under Section 7.4.7.5.

7.3.2. ~~7.2.2.~~ If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

7.3.3. ~~7.2.3.~~ If an undisputed invoice is not paid within forty-five (45) Days after the bill date, ~~Embarq~~either Party may suspend processing new orders and cancel any pending orders.

7.3.4. ~~7.2.4.~~ If the account remains if non-disputed amounts remain delinquent ~~sixty~~ninety (6090) Days after the bill date, ~~Embarq will~~either Party may terminate all services under this Agreement.

7.4. ~~7.3.~~ If the ~~CLEC~~either Party disputes any charges shown on an invoice, the following billing dispute procedures are the exclusive means for challenging such charges, and the failure by ~~CLEC~~either Party to follow such procedures will result in the suspension or termination of service for non-payment of invoiced amounts pursuant to Section 7.3 above:

7.4.1. ~~7.3.1.~~ Any billing dispute must be submitted in writing, itemizing the particular charges that ~~CLEC~~the Party is challenging, and explaining in reasonable detail the specific grounds for disputing the validity or applicability of such charges.

7.4.2. ~~7.3.2.~~ Billing disputes must be submitted to the National Dispute Center on the billing dispute form designated by Embarq, and to [insert] for INTRADO COMM, along with any payment for undisputed charges that are shown on such invoice. The billing dispute ~~form~~ may be accompanied by any additional, relevant materials submitted by ~~CLEC~~the disputing Party.

7.4.3. ~~7.3.3.~~ The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with Section ~~7-3~~7.4 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of Section 25.

7.4.4. ~~7.3.4.~~ Billing disputes that are submitted in a timely manner in compliance with Section ~~7-3~~7.4 shall not have the effect of suspending the payment due date with respect to *billed amounts that are not in dispute*, notwithstanding the existence of a dispute with respect to other amounts billed on the same invoice.

7.4.5. ~~7.3.5.~~ The failure to submit a written dispute in compliance with Section ~~7-3~~7.4 within thirty (30) Days of a bill date shall not preclude a Party from thereafter submitting a dispute or seeking a billing adjustment for any charges which have been paid, but any billing dispute which is not submitted within thirty (30) Days of a bill date or which is not submitted in writing in compliance with Section ~~7-3~~7.4 shall not be effective to suspend the payment due date for the disputed amount or to prevent late charges and possible suspension or termination of service for non-payment of billed amounts in accordance with Section ~~7-2~~7.3. Payment of billed

amounts that are subsequently disputed or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of a Party's right to submit a dispute or seek an adjustment of such Party's account with respect to such paid amounts, and the paying Party shall not be required to designate any such payment as "conditional" or "under protest" in order to submit a dispute or seek a subsequent adjustment with respect to amounts which have previously been paid. A dispute which is filed more than 30 Days after a bill date or a request for an account adjustment must be submitted in writing in the same manner as provided for in Section 7.37.4 with respect to disputes, and such requests shall be subject to the Dispute Resolution provisions of this Agreement.

- 7.5. ~~7.4.~~ Late payment charges on invoices not paid when due (or any portion thereof which is not subject to a timely filed dispute) will be assessed until the undisputed amount due is paid in full, and shall be calculated using a rate equal to the lesser of the following:
- 7.5.1. ~~7.4.1.~~ the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date the customer paying Party actually makes the payment to ~~Embarq~~, or
- 7.5.2. ~~7.4.2.~~ the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date ~~CLEC~~ the Party making the late payment actually makes the payment to ~~Embarq~~.
- 7.6. ~~7.5.~~ ~~Embarq~~ The Parties shall credit ~~CLEC~~ each other for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by ~~Embarq~~ the other Party. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 7.7. ~~7.6.~~ ~~Embarq~~ The Parties will bill ~~CLEC~~ for message provisioning and, if applicable, data tape charges related to exchange access records. ~~Embarq~~ The Parties will bill ~~CLEC~~ for the records at the rates on Table One. If ~~CLEC~~ either Party requests additional copies of the monthly invoice, ~~Embarq~~ the Parties may also bill ~~CLEC~~ for the additional copies.
- 7.8. ~~7.7.~~ ~~Embarq~~ The Parties shall comply with various industry, OBF, and other standards referred to throughout this Agreement. ~~Embarq~~ The Parties will review any changes to industry standards, and implement the changes within the industry-defined window. ~~Embarq~~ The Parties will notify ~~CLEC~~ each other of any deviations to the standards.
- 7.9. ~~7.8.~~ Where Parties have established interconnection, Embarq and the ~~CLEC~~ INTRADO COMM agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference

information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. ~~Embarq~~The Parties will provide ~~CLEC~~ the appropriate records to bill exchange access charges to the IXC. Embarq will capture EMI records for inward terminating calls and send them to ~~CLEC~~INTRADO COMM, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or CD Rom). Upon Embarq's request, ~~CLEC~~INTRADO COMM will provide Embarq the appropriate records to bill exchange access charges to the IXC. ~~CLEC~~INTRADO COMM will capture EMI records for inward terminating calls and send them to Embarq, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or CD Rom).

7.10. ~~7.9.~~ ~~Embarq~~The Parties shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

7.11. ~~7.10.~~ Revenue Protection. Embarq shall make available to ~~CLEC~~INTRADO COMM, at Parity with what Embarq provides to itself, its Affiliates and other local telecommunications ~~CLECs~~INTRADO COMMs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Embarq shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

7.12. ~~7.11.~~ Embarq reserves the right to secure the account with a suitable form of security deposit in accordance with Section 37.

8. AUDITS AND EXAMINATIONS

8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may perform an audit through an independent third party of the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the

assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

- 8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 8.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.
- 8.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 7.47.5 above.
- 8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes,

without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party Party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

- 9.2. ~~CLEC acknowledges~~ The Parties acknowledge that ~~its right~~ their rights under this Agreement for Local Interconnection with ~~Embarq~~ the other Party's network and INTRADO COMM's right to unbundled and/or combine Embarq's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. Embarq agrees to use its best efforts to obtain for CLECINTRADO COMM, third party intellectual property rights, under commercially reasonable terms, to each unbundled Network Element necessary for CLECINTRADO COMM to use such unbundled Network Element in the same manner as Embarq.
- 9.3. Embarq shall have no obligations to attempt to obtain for CLECINTRADO COMM any third party intellectual property right(s) that would permit CLECINTRADO COMM to use any unbundled Network Element in a different manner than used by Embarq.
- 9.4. To the extent not prohibited by a contract with the vendor of the Network Element sought by CLECINTRADO COMM that contains intellectual property licenses, Embarq shall reveal to CLECINTRADO COMM the name of the vendor, the intellectual property rights licensed to Embarq under the vendor contract and the terms of the contract (excluding cost terms). Embarq shall, at CLECINTRADO COMM's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLECINTRADO COMM.
- 9.5. All costs associated with the extension of third party intellectual property rights to ~~CLEC~~ either Party pursuant to Section 9.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing Local Interconnection or the unbundled Network Element to which the intellectual property rights relate and apportioned to all requesting ~~CLEC~~ service providers using that Local Interconnection or unbundled Network Element including Embarq.
- 9.6. ~~Embarq~~ The Parties hereby ~~conveys~~ convey no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning ~~CLEC~~ either Party's rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with ~~CLEC~~ either Party's use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network

elements are vendor licenses and warranties and are a part of the third party intellectual property rights Embarq agrees in Section 9.2 to use its best efforts to obtain.

10. LIMITATION OF LIABILITY

- 10.1. Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, 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 willful misconduct.
- 10.2. Notwithstanding the foregoing, in no event shall ~~Embarq~~either Party's liability to ~~CLEC~~the other Party for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.
- 10.3. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort except that the foregoing shall not limit a Party's obligation under Section 11 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.
- 10.4. EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLECINTRADO COMM'S EQUIPMENT AND OTHER PREMISES ONLY TO THE EXTENT IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

11. INDEMNIFICATION

- 11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 11.2. ~~CLEC~~INTRADO COMM shall indemnify and hold harmless Embarq from all claims by ~~CLEC's subscribers~~INTRADO COMM's End-Users.
- 11.3. Embarq shall indemnify and hold harmless ~~CLEC~~INTRADO COMM from all claims by Embarq's ~~subscribers~~End-Users.
- 11.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

- 11.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 11.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 11.7. When the lines or services of other companies and ~~CLEC~~either Party are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 11.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its ~~subscribers~~End-Users that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any ~~subscriber~~End-User or third party for
- 11.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable ~~subscriber~~End-User for the service(s) or function(s) that gave rise to such loss, and
- 11.8.2. Consequential Damages (as defined in Section 10 above).
- 11.9. If ~~CLEC~~INTRADO COMM has physical collocations under this Agreement, ~~CLEC~~INTRADO COMM shall also indemnify and hold Embarq harmless from, subject to the requirements of Section 11.1, any and all claims arising from:
- 11.9.1 ~~CLEC~~INTRADO COMM's use of the Collocation Space;
- 11.9.2 the conduct of ~~CLEC~~INTRADO COMM's business or from any activity, work or things done, permitted or suffered by ~~CLEC~~INTRADO COMM in or about the Collocation Space or elsewhere;
- 11.9.3 any and all claims arising from any breach or default in the performance of any obligation on ~~CLEC~~INTRADO COMM's part to be performed under the terms of this Agreement; and