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Alexander W. Moore
Associate General Counsel

May 29, 2009

Catrice C. Williams, Secretary
Department of Telecommunications and Cable
Two South Station
Boston, Massachusetts 02110

Re: ***DTC 08-9*** **– Petition of Intrado Communications Inc. for Arbitration of an Interconnection Agreement**

Dear Secretary Williams:

In accordance with the Department's Order of May 8, 2009 in the above-captioned matter, enclosed for filing is the signed Massachusetts interconnection agreement between Verizon New England Inc. d/b/a Verizon Massachusetts and Intrado Communications Inc.

Thank you for your assistance in this matter.

Sincerely,

Alexander W. Moore

Enclosure

cc: Service List

AGREEMENT

by and between

INTRADO COMMUNICATIONS INC.

and

VERIZON NEW ENGLAND INC., d/b/a VERIZON MASSACHUSETTS

FOR THE COMMONWEALTH OF

MASSACHUSETTS

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AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of June 1, 2009 (the "Effective Date"), between Intrado Communications Inc. ("Intrado Comm"), a corporation organized under the laws of the State of Delaware, with offices at 1601 Dry Creek Drive, Longmont, CO 80503 and Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a corporation organized under the laws of the State of New York with offices at 185 Franklin Street, Boston, MA 02110 (Verizon and Intrado Comm may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Intrado Comm hereby agree as follows:

1. The Agreement

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

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

1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Intrado Comm.

1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

1.5 This Agreement is limited to: (a) establishing interconnection of the Parties' networks pursuant to 47 U.S.C. § 251(c)(2) for the exchange of 911/E-911 Calls between the Parties as described in this Agreement; and, (b) the provision by Verizon to Intrado Comm of unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for the exchange of 911/E-911 Calls between the Parties as described in this Agreement. Without restricting the foregoing limitation, this Agreement does not apply to: (a) the exchange of traffic other than 911/E-911 Calls; (b) services, facilities and arrangements for the exchange of traffic other 911/E-911 Calls; (c) the provision by Verizon to Intrado Comm of unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for purposes other than the exchange of 911/E-911 calls between the Parties as described in this Agreement; or, (d) the provision by Verizon to Intrado Comm of Telecommunications Services for Resale pursuant to 47 U.S.C. § 251(c)(4). Without restricting the foregoing limitations, Verizon shall not be obligated, and may decline, to provide pursuant to this Agreement: (a) the exchange of traffic other than 911/E-911 Calls; (b) services, facilities and arrangements for the exchange of traffic other 911/E-911 calls; (c) unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for purposes other than the exchange of 911/E-911 calls between the Parties as described in this Agreement; and, (d) Telecommunications Services for Resale pursuant to 47 U.S.C. § 251(c)(4).

2. Term and Termination

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 31, 2010 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

2.2 Either Intrado Comm or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

2.3 If either Intrado Comm or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Intrado Comm or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of:

(a) the effective date of a new interconnection agreement between Intrado Comm and Verizon; or,

(b) the date one (1) year after the proposed date of termination, provided that if prior to the date one (1) year after the proposed date of termination the open issues for a new interconnection agreement between Intrado Comm and Verizon have become the subject of an arbitration proceeding before the Commission or the FCC pursuant to 47 U.S.C. § 252, this Agreement shall remain in effect until the earlier of (i) the effective date of a new interconnection agreement between Intrado

Comm and Verizon or, (ii) the date 120 days after the effective date of a Commission or FCC order concluding the arbitration proceeding.

2.4 If either Intrado Comm or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Intrado Comm nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

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

Additional Services Attachment

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

4. Applicable Law

4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

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

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

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

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

4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any

material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

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

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

5. Assignment

5.1 Subject to Sections 5.2 and 5.3 following, neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party.

5.2 A Party may, with thirty (30) days prior written notice to the other Party, assign this Agreement (and in conjunction with such assignment assign all of its rights and interest under this Agreement and delegate all of its obligations under this Agreement) to an Affiliate of the assignor Party that controls, is controlled by, or is under common control with, the assignor Party, without the prior written consent of the other Party; provided that

5.2.1 the assignee Affiliate of the assignor Party is legally, financially, technically, and in all other material ways, able to perform this Agreement;

5.2.2 the assignor Party shall remain liable for all obligations incurred by the assignor Party under the Agreement prior to the assignment;

5.3.3 the assignee Affiliate of the assignor Party shall be jointly and severally liable for all of the obligations incurred by the assignor Party under this Agreement prior to the assignment; and

5.3.4 The assignment shall not take place if the non-assigning Party objects to the assignment by written notice to the assignor Party within twenty (20) days after the non-assigning Party receives the assignor Party's written notice of the assignment.

5.3 The non-assigning Party shall not unreasonably object to, or unreasonably withhold, condition or delay its consent to, an assignment.

5.4 Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

6.1 Upon written request by Verizon, Intrado Comm shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

6.2 Assurance of payment of charges may be requested by Verizon if Intrado Comm (a) prior to the Effective Date, has failed to timely pay charges billed to Intrado Comm by Verizon or Verizon's ILEC Affiliates that are not subject to a good faith dispute, (b) on or after the Effective Date, fails to timely pay charges billed to Intrado Comm by Verizon or Verizon's ILEC Affiliates that are not subject to a good faith dispute, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to Intrado Comm in connection with this Agreement. If Intrado Comm meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon ILEC Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Intrado Comm shall provide commencing within ten (10) days) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

6.4 [Intentionally Left Blank].

6.5 [Intentionally Left Blank].

6.6 Verizon may (but is not obligated to) draw on the letter of credit upon written notice to Intrado Comm in respect of any amounts to be paid by Intrado Comm hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.7 If Verizon draws on the letter of credit, upon written request by Verizon, Intrado Comm shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.

6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section and such assurance of payment is not provided within ten (10) days after Verizon makes the request, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Intrado Comm has provided Verizon with such assurance of payment.

6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Intrado Comm from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills for Services. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least $1,000,000.

7.2 The audit shall be performed by independent certified public accountants selected and paid for by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

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

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

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

8. Authorization

8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 Intrado Comm represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 Intrado Comm Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Intrado Comm has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the Commonwealth of Massachusetts. Intrado Comm shall not place any Orders under this Agreement until it has obtained such authorization. Intrado Comm shall provide proof of such authorization to Verizon upon reasonable written request by Verizon.

9. Billing and Payment; Disputed Amounts

9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate equal to the lesser of: (a) one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month; or, (b) the maximum rate allowed by Applicable Law. A billed Party shall not be obligated to

pay late payment charges on any billed charges that the Parties agree, or that are finally determined by a governmental entity of competent jurisdiction following any applicable appeals, not to be due to the billing Party.

9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. Confidentiality

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

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

10.1.2 Any forecasting information provided pursuant to this Agreement;

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

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

10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and

10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.6.

10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and

10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the

Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.

10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:

10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

10.4.4 is independently developed by the Receiving Party;

10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it

as confidential and restrict its use to purposes related to the proceeding pending before it.

10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

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

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by Intrado Comm

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

13.2 Such notice to Intrado Comm's Customers must comply with the requirements of Applicable Law and must advise each Intrado Comm Customer that unless action is taken by the Intrado Comm Customer to switch to a different carrier prior to Intrado Comm's proposed discontinuance of service, the Intrado Comm Customer will be without the service provided by Intrado Comm to the Intrado Comm Customer.

13.3 Should an Intrado Comm Customer subsequently become a Verizon Customer, to the extent required by Applicable Law and authorized by the Customer in accordance with Applicable Law, Intrado Comm shall provide Verizon with all information necessary for Verizon to establish service for the Intrado Comm Customer, including, but not limited to, the Intrado Comm Customer's billed name, listed name, service address, and billing address, and the services being provided to the Intrado Comm Customer.

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

14. Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

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

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement; provided that, if as a result of a Force Majeure Event the non-performing Party does not provide a Service to the other Party, then the other Party shall not be obligated to pay the charges for the Service for the period, and to the extent, that the non-performing Party does not provide the Service.

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

16. Forecasts

In addition to any other forecasts required by this Agreement, to the extent that Intrado Comm is reasonably able to provide to Verizon forecasts regarding the Services that Intrado Comm expects to purchase from Verizon (including, but not limited to, forecasts regarding the types and volumes of Services that Intrado Comm expects to purchase and the locations where such Services will be purchased), upon written request by Verizon, Intrado Comm shall provide such forecasts to Verizon. In addition to any other forecasts required by this Agreement, to the extent that Verizon is reasonably able to provide to Intrado Comm forecasts regarding the Services that Verizon expects to purchase from Intrado Comm (including, but not limited to, forecasts regarding the types and volumes of Services that Verizon expects to purchase and the locations where such Services will be purchased), upon written request by Intrado Comm, Verizon shall provide such forecasts to Intrado Comm. Forecast information provided by one Party to the other Party pursuant to this Section 16 shall be "Confidential Information" under Section 10 of this Agreement.

17. Fraud

Intrado Comm assumes responsibility for investigating all fraud and alleged fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to make adjustments to Intrado Comm's account in cases of, fraud, or alleged fraud, by Intrado Comm's Customers or other third parties. Except as otherwise required by Applicable Law upon request by a governmental entity of appropriate authority, Verizon shall have no obligation to investigate cases of fraud, or alleged fraud, by Intrado Comm's Customers or other third parties.

18. Good Faith Performance

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

19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process.

20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.

20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could

affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

21.1 Intrado Comm shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, Intrado Comm shall maintain the following insurance:

21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least $2,000,000 combined single limit for each occurrence.

21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least $2,000,000 combined single limit for each occurrence.

21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least $10,000,000 combined single limit for each occurrence.

21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than $2,000,000 per occurrence.

21.1.5 All risk property insurance on a full replacement cost basis for all of Intrado Comm's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of Intrado Comm.

21.3 Intrado Comm shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.

21.4 Intrado Comm shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, Intrado Comm's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.

21.5 Intrado Comm shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.

21.6 Failure of Intrado Comm or Intrado Comm's contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.

21.7 Certificates furnished by Intrado Comm or Intrado Comm's contractors shall contain a clause stating: "Verizon New England Inc., d/b/a Verizon Massachusetts shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual

property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

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

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

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

23. Joint Work Product

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

24. Law Enforcement

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of

new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

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

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

25. Liability

25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

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

25.5.1 under Sections 20, Indemnification, or 41, Taxes.

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

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

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

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

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

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

26. Network Management

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

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

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

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

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

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

27. Non-Exclusive Remedies

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

28. Notice of Network Changes

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

29. Notices

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

29.1.1 shall be in writing;

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

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

To Intrado Comm:

Intrado Communications Inc.
Director-Regulatory Compliance
1601 Dry Creek Drive
Longmont, CO 80503
Facsimile Number:
Internet Address: regulatory@intrado.com

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 North Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

or to such other address as either Party shall designate by proper notice.

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

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

30. Ordering and Maintenance

Intrado Comm shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for Intrado Comm to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, Intrado Comm shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission). If Verizon wishes to obtain Services from Intrado under this Agreement, the Parties shall establish mutually acceptable processes for Verizon to submit to Intrado Comm Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions.

31. Performance Standards

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

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

32. Point of Contact for Intrado Comm Customers

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

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

33. Predecessor Agreements

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

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

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

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

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

34. Publicity and Use of Trademarks or Service Marks

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

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

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

35. References

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

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

36. Relationship of the Parties

36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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

37. Reservation of Rights

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

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

38. Subcontractors

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

39. Successors and Assigns

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

40. Survival

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

41. Taxes

41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the

Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

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

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

41.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section.41.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

41.5 Liability for Uncollected Tax, Interest and Penalty.

41.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.

41.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.2, then, as between the Providing Party and

the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

41.5.3 If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

41.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.

41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.

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

41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Verizon Communications
Tax Department
One Verizon Way, VC53S-221
Basking Ridge, NJ 07920

To Intrado Comm:

Director – Regulatory Compliance
1601 Dry Creek Drive
Longmont, CO 80503

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

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, except as may be prohibited or conditioned under Applicable Law, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion, including, but not limited to, through the incorporation of new facilities, equipment and/or software.

43. Territory

43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the Commonwealth of Massachusetts. Verizon shall be obligated to provide Services under this Agreement only within this territory.

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon, with any necessary approvals from the Commission and/or the FCC, sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide Intrado Comm with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date Verizon sells or otherwise transfers its operations to the third-person.

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. [This Section Intentionally Left Blank]

46. 252(i) Obligations

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act.

47. Use of Service

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

48. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is

provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

50. Withdrawal of Services

50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon ninety (90) days prior written notice to Intrado Comm.

50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with forty-five (45) days prior written notice to Intrado Comm terminate any provision of this Agreement that provides for the payment by Verizon to Intrado Comm of compensation related to traffic, including, but not limited to, Reciprocal Compensation Charges and other types of compensation for termination of traffic delivered by Verizon to Intrado Comm. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to Intrado Comm related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to Intrado Comm related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

SIGNATURE PAGE

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

INTRADO COMMUNICATIONS INC.

By: _____

Printed: Craig W. Donaldson

Title: Senior Vice President, Regulatory & Government Affairs, Regulatory Counsel

VERIZON NEW ENGLAND INC., d/b/a VERIZON MASSACHUSETTS

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President Interconnection Services

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By: _____

Printed: Jeffrey A. Masoner

Title: Vice President Interconnection Services

GLOSSARY

1. General Rule

1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.

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

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

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

2. Definitions

2.1 Act.

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

2.2 Affiliate.

Shall have the meaning set forth in the Act.

2.3 Agent.

An agent or servant.

2.4 Agreement.

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

2.5 ALI (Automatic Location Identification) Database.

An emergency services (E-911) database containing caller address/location information including the carrier name, National Emergency Numbering Administration ("NENA") ID, Call Back Number, and other carrier information used to process caller location records.

2.6 ANI (Automatic Number Identification).

Telephone number associated with the access line from which a call originates.

2.7 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.

2.8 ASR (Access Service Request).

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

2.9 BFR (Bona Fide Request).

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

2.10 Business Day.

Monday through Friday, except for holidays observed by Verizon.

2.11 Calendar Quarter.

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

2.12 Calendar Year.

January through December.

2.13 Call Back Number.

A telephone number that can be used by the PSAP to re-contact the location from which a 911/E-911 Call was placed. The telephone number may or may not be the telephone number of the station used to originate the 911/E-911 Call.

2.14 Central Office.

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

2.15 Claims.

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

2.16 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the Commonwealth of Massachusetts. Intrado Comm is or shortly will become a CLEC.

2.17 CLLI Codes.

Common Language Location Identifier Codes.

2.18 Commission.

Massachusetts Department of Telecommunications & Cable.

2.19 Controlling 911 Authority.

The duly authorized state, county or local government agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined area (such as a county, city or other jurisdiction).

2.20 CPNI (Customer Proprietary Network Information).

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

2.21 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties, including, but not limited to, a third party business end-user subscriber to Telephone Exchange Services provided by either of the Parties for use by a PSAP.

2.22 Dark Fiber Loop.

Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon End Office, and Verizon's accessible terminal located in Verizon's main termination point at a Customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

2.23 Dark Fiber Transport.

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

2.24 Dedicated Transport.

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

2.25 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.26 Discontinued Facility.

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

2.27 DS0 (Digital Signal Level 0).

The 64kbps zero-level signal in the time-division multiplex hierarchy.

2.28 DS1 (Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.29 DS1 Dedicated Transport.

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

2.30 DS3 (Digital Signal Level 3).

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

2.31 DS3 Dedicated Transport.

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

2.32 DS3 Loop.

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

2.33 End Office.

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

2.34 Exchange Access.

Shall have the meaning set forth in the Act.

2.35 Exchange Access Service Charges.

Rates and charges for Exchange Access services, facilities, arrangements and the like.

2.36 FCC.

The Federal Communications Commission.

2.37 FCC Internet Order.

Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

2.38 FCC Regulations.

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

2.39 Federal Unbundling Rules.

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

2.40 FTTP Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving End Office to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the End Office that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

2.41 House and Riser Cable.

A two-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Rate Demarcation Point for such facility (or NID) if the NID is located at such Rate Demarcation Point).

2.42 Hybrid Loop.

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

2.43 IDLC (Integrated Digital Loop Carrier).

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

2.44 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.45 Inside Wire or Inside Wiring.

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

2.46 Intercarrier Compensation Charges.

Rates and charges for the transport and termination of ISP-bound Traffic, as provided in the FCC Internet Order and other applicable FCC Orders and FCC Regulations.

2.47 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems, 911 Tandem/Selective Routers, and related facilities.

2.48 InterLATA Service.

Shall have the meaning set forth in the Act.

2.49 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.50 ISDN (Integrated Services Digital Network).

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

2.51 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.52 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.53 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA (Numbering Plan Area)/NXX routing and homing information.

2.54 LIDB (Line Information Data Base).

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

2.55 Loop.

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

2.56 LSR (Local Service Request).

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

2.57 MDF (Main Distribution Frame).

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

2.58 Mobile Wireless Services.

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

2.59 MSAG (Master Street Address Guide).

A database of street names and house number ranges within their associated communities defining emergency service zones and their associated emergency service numbers to enable proper routing of 911/E-911 Calls.

2.60 Network Element.

Shall have the meaning stated in the Act.

2.61 NID (Network Interface Device).

The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

2.62 911/E-911 Call(s).

Call(s) made by an end user (including, but not limited to, a Verizon End User) by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.

2.63 911/E-911 Service Provider.

A Telecommunications Carrier authorized to provide 911/E-911 network Telecommunications Services within a particular area (such as a county, city or other jurisdiction). A 911/E-911 Service Provider may also be authorized to provide 911/E-911 ALI Database services within an area where it is authorized to provide 911/E-911 network Telecommunications Services. For the purposes of this Agreement only, as between Intrado Comm and Verizon:

(a) Intrado Comm shall be deemed to be the 911/E-911 Service Provider for an area and the PSAP(s) serving that area, if Intrado Comm has been selected by the Controlling 911 Authority for that area to provide 911/E-911 network Telecommunications Services for that area and the PSAP(s) serving that area and to directly interconnect with the PSAP(s) and provide transmission and routing of 911/E-911 Calls from Verizon's network to the PSAP(s); and,

(b) Verizon shall be deemed to be the 911/E-911 Service Provider for an area and the PSAP(s) serving that area, if Verizon has been selected by the Controlling 911 Authority for that area to provide 911/E-911 network Telecommunications Services for that area and the PSAP(s) serving that area and to directly interconnect with the PSAP(s) and provide transmission and routing of 911/E-911 Calls from Verizon's network to the PSAP(s).

2.64 911 Tandem/Selective Router.

Switching or routing equipment that is used for routing 911/E-911 Calls to a PSAP and may be used to transfer 911/E911 Calls between PSAPs.

2.65 NXX, NXX Code, Central Office Code or CO Code.

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

2.66 Order.

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

2.67 POI (Point of Interconnection).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the 911 Attachment, a Point of Interconnection shall be at a technically feasible point on Verizon's network in a LATA. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center, Verizon End Office Interconnection Wire Center, or Verizon 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Comm Interconnection Wire Center, Intrado Comm switch or selective router, or any portion of a transport facility provided by Verizon to Intrado Comm or another party between (x) a Verizon Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of

Intrado Comm or another party.

2.68 Principal Document.

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

2.69 Providing Party.

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

2.70 PSAP.

Public Safety Answering Point.

2.71 Purchasing Party.

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

2.72 Qualifying UNE.

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

2.73 Qualifying Wholesale Services.

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

2.74 Rate Demarcation Point.

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

2.75 Reciprocal Compensation Charges.

Rates and charges for the transport and termination of telecommunications pursuant to 47 U.S.C. § 251(b)(5) and 47 CFR Part 51, Subpart H.

2.76 [Intentionally Left Blank]

2.77 Service.

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

2.78 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and

the American National Standards Institute (ANSI). Verizon and Intrado Comm utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.

2.79 Sub-Loop Distribution Facility.

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

2.80 Switched Exchange Access Service.

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

2.81 Tandem.

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

2.82 Tariff.

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

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

2.83 Telcordia Technologies.

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

2.84 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.85 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.86 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.87 Telephone Toll Service.

Shall have the meaning set forth in the Act.

2.88 Third Party Claim.

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

2.89 Toxic or Hazardous Substance.

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

2.90 Triennial Review Remand Order (TRRO).

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

2.91 UDLC (Universal Digital Loop Carrier).

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

2.92 UNE Wire Center.

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

2.93 Verizon End User.

The term "Verizon End User" includes all of the following:

2.93.1 A Verizon Customer;

2.93.2 A subscriber to resold dial tone line Telephone Exchange Service purchased by the subscriber's service provider from Verizon;

2.93.3 A subscriber to resold Verizon Wholesale Advantage Service (Verizon's commercial unbundled Network Element Platform replacement service) purchased by the subscriber's service provider from Verizon; and

2.93.4 Any other end user on the Verizon Telephone Exchange Service network for whom Verizon is responsible for transmission and routing of 911/E-911 Calls to a PSAP.

2.94 [Intentionally Left Blank]

2.95 [Intentionally Left Blank]

2.96 Voice Grade.

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

2.97 xDSL.

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

ADDITIONAL SERVICES ATTACHMENT

1. Directory Listing and Directory Distribution

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

1.1 Listing Information.

As used herein, "Listing Information" means an Intrado Comm Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

1.2 Listing Information Supply.

Intrado Comm shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information and the service address for each Intrado Comm Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. Intrado Comm shall also provide to Verizon on a daily basis: (a) information showing Intrado Comm Customers who have disconnected or terminated their service with Intrado Comm; and (b) delivery information for each non-listed or non-published Intrado Comm Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to Intrado Comm (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable.

1.3 Listing Inclusion and Distribution.

Verizon shall include each Intrado Comm Customer's primary listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such Intrado Comm Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Intrado Comm's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Intrado Comm shall pay Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for Intrado Comm's Customers.

1.4 Verizon Information.

Upon request by Intrado Comm, Verizon shall make available to Intrado Comm the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and Customer Guide close dates, and Yellow Pages headings. Verizon shall also make available to Intrado Comm, on Verizon's Wholesale website (or, at

Verizon's option, in writing) Verizon's directory listings standards and specifications.

1.5 Confidentiality of Listing Information.

Verizon shall accord Intrado Comm Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license Intrado Comm Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as Intrado Comm Customers are not separately identified as such; and provided further that Intrado Comm may identify those of its Customers who request that their names not be sold for direct marketing purposes and Verizon shall honor such requests to the same extent that it does for its own Customers. Verizon shall not be obligated to compensate Intrado Comm for Verizon's use or licensing of Intrado Comm Listing Information.

1.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Intrado Comm Customer listings. At Intrado Comm's request, Verizon shall provide Intrado Comm with a report of all Intrado Comm Customer listings in a reasonable timeframe prior to the service order close date for the applicable directory. Verizon shall process any corrections made by Intrado Comm with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

1.7 Indemnification.

Intrado Comm shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Intrado Comm warrants to Verizon that Intrado Comm has the right to provide such Listing Information to Verizon on behalf of its Customers. Intrado Comm shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Intrado Comm agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Intrado Comm hereunder.

1.8 Liability.

Verizon's liability to Intrado Comm in the event of a Verizon error in or omission of an Intrado Comm Customer listing shall not exceed the amount actually paid by Intrado Comm to Verizon for such listing. Intrado Comm agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Intrado Comm's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's applicable Tariffs.

1.9 Service Information Pages.

Verizon shall include all Intrado Comm NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Intrado Comm's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Intrado Comm is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Intrado Comm's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Intrado Comm's critical contact information for Intrado Comm's installation, repair and Customer service, as provided by Intrado Comm. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Intrado Comm shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

1.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

1.11 Other Directory Services.

Intrado Comm acknowledges that if Intrado Comm desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

2. Operations Support Systems (OSS) Services

2.1 Definitions.

The terms listed below shall have the meanings stated below:

2.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

2.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to "Verizon OSS Information", as defined in Section 2.1.4 of this Attachment.

2.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Intrado Comm.

2.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Intrado Comm through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to, any Customer Information related to a Verizon Customer or an Intrado Comm Customer accessed by, or disclosed or provided to, Intrado Comm through or as a part of Verizon OSS Services.

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

2.2 Verizon OSS Services.

2.2.1 Upon request by Intrado Comm, Verizon shall provide to Intrado Comm Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.

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

2.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to Intrado Comm, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.

2.3 Access to and Use of Verizon OSS Facilities.

2.3.1 Verizon OSS Facilities may be accessed and used by Intrado Comm only to the extent necessary for Intrado Comm's access to and use of Verizon OSS Services pursuant to this Agreement.

2.3.2 Verizon OSS Facilities may be accessed and used by Intrado Comm only to provide Telecommunications Services to Intrado Comm Customers.

2.3.3 Intrado Comm shall restrict access to and use of Verizon OSS Facilities to Intrado Comm. This Section 2 does not grant to Intrado Comm any right or license to grant sublicenses to other persons, or permission to other persons (except Intrado Comm's employees, agents and contractors, in accordance with Section 2.3.7 of this Attachment), to access or use Verizon OSS Facilities.

2.3.4 Intrado Comm shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Intrado Comm's use under this Section 2.

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

2.3.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Intrado Comm only in connection with Intrado Comm's use of Verizon

OSS Facilities permitted by this Section 2; (c) shall be treated by Intrado Comm as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Intrado Comm to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.

2.3.7 Intrado Comm's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Intrado Comm's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Intrado Comm's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 2.4.3.2 of this Attachment.

2.4 Verizon OSS Information.

2.4.1 Subject to the provisions of this Section 2, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to Intrado Comm a non-exclusive license to use Verizon OSS Information.

2.4.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 2, Intrado Comm shall acquire no rights in or to any Verizon OSS Information.

2.4.3 The provisions of this Section 2.4.3 shall apply to all Verizon OSS Information, except (a) Intrado Comm Usage Information, (b) CPNI of Intrado Comm, and (c) CPNI of a Verizon Customer or an Intrado Comm Customer, to the extent the Customer has authorized Intrado Comm to use the CPNI.

2.4.3.1 Verizon OSS Information may be accessed and used by Intrado Comm only to provide Telecommunications Services to Intrado Comm Customers.

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

2.4.3.3 Except as expressly stated in this Section 2, this Agreement does not grant to Intrado Comm any right or license to grant sublicenses to other persons, or permission to other persons (except Intrado Comm's employees, agents or contractors, in accordance with Section 2.4.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.

2.4.3.4 Intrado Comm's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Intrado Comm's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 2. Any access to, or use or disclosure of, Verizon OSS Information by Intrado Comm's employees, agents or contractors, shall be subject to the provisions of

this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 2.4.3.2 of this Attachment.

2.4.3.5 Intrado Comm's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Intrado Comm to provide Telecommunications Services to Intrado Comm Customers; (b) termination of the license in accordance with this Section 2; or (c) expiration or termination of this Agreement.

2.4.3.6 All Verizon OSS Information received by Intrado Comm shall be destroyed or returned by Intrado Comm to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

2.4.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 2 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 2.5.1 of this Attachment), Intrado Comm's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.

2.4.5 Audits.

2.4.5.1 Verizon shall have the right (but not the obligation), upon written notice to Intrado Comm, to audit Intrado Comm to ascertain whether Intrado Comm is complying with the requirements of Applicable Law and this Agreement with regard to Intrado Comm's access to, and use and disclosure of, Verizon OSS Information. The audit shall be conducted by a third-party selected and paid for by Verizon.

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

2.4.5.3 Information obtained by Verizon pursuant to this Section 2.4.5 shall be treated by Verizon as Confidential Information of Intrado Comm pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 2.4.5 of this Attachment to enforce Verizon's rights under this Agreement or Applicable Law.

2.4.6 Intrado Comm acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

2.5 Liabilities and Remedies.

2.5.1 Any breach by Intrado Comm, or Intrado Comm's employees, agents or contractors, of the provisions of Sections 2.3 or 2.4 of this Attachment shall be deemed a material breach of this Agreement. In addition, if Intrado Comm or an employee, agent or contractor of Intrado Comm at any time breaches a provision of Sections 2.3 or 2.4 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Intrado Comm, to suspend the license to use Verizon OSS Information granted by Section 2.4.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.

2.5.2 Intrado Comm agrees that Verizon would be irreparably injured by a breach of Sections 2.3 or 2.4 of this Attachment by Intrado Comm or the employees, agents or contractors of Intrado Comm, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

2.6 Relation to Applicable Law.

The provisions of Sections 2.3, 2.4 and 2.5 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

2.7 Cooperation.

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

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

2.7.2 Intrado Comm shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

2.7.3 Intrado Comm shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and

correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

2.8 Verizon Access to Information Related to Intrado Comm Customers.

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

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

2.9 Cancellations.

If Intrado Comm action is required for processing an Order and Intrado Comm has not taken such action within thirty-one (31) calendar days after the original service due date, Verizon may cancel the Order.

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

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

3.2 Intrado Comm shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Intrado Comm. Such access shall be provided pursuant to Intrado Comm's applicable Tariffs, or, in the absence of an applicable Intrado Comm Tariff, Intrado Comm's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by Intrado Comm for such access shall be no less favorable than the terms, conditions and prices offered to Intrado Comm by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

4. Unauthorized Carrier Change Charges

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

NETWORK ELEMENTS ATTACHMENT

1. General

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

1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Verizon's network; and (b) Verizon shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.

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

1.3.1 Verizon shall not be obligated to provide to Intrado Comm, and Intrado Comm shall not request from Verizon, access to a proprietary advanced intelligent network service.

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

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

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

1.6.1 Discontinued Facilities.

1.6.1.1 Verizon may cease offering or providing Intrado Comm with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to Intrado Comm. Subject to Section 1.7 below, if a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Verizon, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.

1.6.1.2 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1 above and Intrado Comm has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to Intrado Comm. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Intrado Comm, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that

Verizon shall identify or has identified in writing to Intrado Comm; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if Intrado Comm fails to pay when due any applicable new rate or surcharge billed by Verizon.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Intrado Comm seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Intrado Comm must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Intrado Comm's request is consistent with the requirements of the TRRO and that Intrado Comm is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Intrado Comm shall provide such certification using the automated method that Verizon makes available for that purpose. Intrado Comm's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Verizon makes or has made available to Intrado Comm by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to Intrado Comm under a non-disclosure agreement or that is otherwise available to Intrado Comm.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Intrado Comm for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If Verizon wishes to challenge Intrado Comm's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Verizon elects to invoke under the dispute resolution provisions of this Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Verizon's favor, then Intrado Comm shall compensate Verizon for the additional charges that would apply if Intrado Comm had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 1.7.2.2.1 below as to Dark Fiber Transport) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as

Intrado Comm requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

1.7.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Intrado Comm shall be obligated to pay, for each circuit shall be shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Verizon's favor. In any case where Intrado Comm, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

1.7.2.3 Notwithstanding any other provision of the Agreement, Verizon may reject an Intrado Comm order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Intrado Comm's order conflicts with a provision of a Verizon Tariff, (b) in any case where Intrado Comm's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to Intrado Comm by notice and/or by publication on Verizon's wholesale website, (c) in any case where Intrado Comm's order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether Intrado Comm was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Verizon may reject orders for TRRO Certification Elements without first seeking dispute resolution).

1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this

Attachment to Verizon's provision of a arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Verizon may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

2. Verizon's Provision of Network Elements

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

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

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

2.3 [Intentionally Left Blank];

2.4 Sub-Loops, as set forth in Section 6 of this Attachment;

2.5 Sub-Loop for Multiunit Tenant Premises Access, as set forth in Section 7 of this Attachment;

2.6 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;

2.7 Network Interface Device, as set forth in Section 9 of this Attachment;

2.8 [Intentionally Left Blank];

2.9 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;

2.10 [Intentionally Left Blank];

2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and

2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Intrado Comm to access Loops unbundled from local switching and local transport, at the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow Intrado Comm access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules.

4. Line Splitting (also referred to as "Loop Sharing")

4.1 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Verizon (such CLEC may be referred to as the "VLEC") and a second CLEC provides digital subscriber line service over the high frequency portion of that

same Loop (such CLEC may be referred to as the "DLEC"). Line Splitting is accomplished through the use of a splitter collocated at the Verizon central office where the Loop terminates into a distribution frame or its equivalent.

4.2 Subject to the conditions set forth in Section 1 of this Attachment, Intrado Comm may engage in Line Splitting, in accordance with this Section 4 and the rates and charges provided for in the Pricing Attachment. Verizon shall provide access to Line Splitting in accordance with, but only to the extent required by, the Federal Unbundling Rules.

4.3 Any Line Splitting between Intrado Comm and another CLEC shall be accomplished by prior negotiated arrangement between Intrado Comm and the other CLEC. Intrado Comm shall give Verizon written notice of this arrangement through the Verizon Partner Solutions Local Service Customer Profile Form (formerly referred to as the Verizon Wholesale Local Service Customer Profile Form) on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website), or such other electronic notice mechanism that Verizon may make available, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Verizon that permits it to engage in Line Splitting with Intrado Comm. The VLEC shall be responsible for all rates and charges associated with the subject Loop as well as rates and charges associated with the DLEC's use of the high frequency portion of the Loop, including, but not limited to, service order charges, provisioning and installation charges, central office wiring, loop qualification charges, and OSS charges.

4.4 In order to facilitate Intrado Comm's engaging in Line Splitting pursuant to this Section 4, Intrado Comm may order for use in a Line Splitting arrangement, those Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Intrado Comm by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Intrado Comm in accordance with, and subject to, the rates and charges and other provisions of this Agreement and Verizon's applicable Tariffs. Verizon shall be obligated to provide Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, for Line Splitting only to the extent required by the Federal Unbundling Rules.

4.5 Intrado Comm and/or the other participating CLEC shall provide any splitters and/or Digital Subscriber Line Access Multiplexers used in a Line Splitting arrangement.

4.6 The standard provisioning interval for the Line Splitting arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for a Line Splitting arrangement shall not exceed the shortest of the following intervals: (1) the standard provisioning interval for a Line Splitting arrangement if stated in an applicable Verizon Tariff; or, (2) the standard provisioning interval for a Line Splitting arrangement, if any, established in accordance with the Federal Unbundling Rules. The standard provisioning interval for a Line Splitting arrangement shall commence only after any required engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed.

4.7 Verizon shall not be liable for any claims, damages, penalties, liabilities or the like of any kind for disruptions to either Intrado Comm's or the other CLEC's respective voice or data services over a Line Splitting arrangement.

5. [This Section Intentionally Left Blank]

6. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall allow Intrado Comm to access Sub-Loops unbundled from local switching and transport in accordance with the terms of Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow Intrado Comm access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules.

6.1 [Intentionally Left Blank].

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Intrado Comm to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. Sub-Loop for Multiunit Tenant Premises Access

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall provide Intrado Comm with access to Sub-Loop for Access to Multiunit Premises (House and Riser Cable) in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern House and Riser Cable, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide Intrado Comm with access to House and Riser Cable in accordance with, but only to the extent required by, the Federal Unbundling Rules.

8. Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall provide Intrado Comm with access to Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Dark Fiber Transport, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide Intrado Comm access to Dark Fiber Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

9. Network Interface Device

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall permit Intrado Comm to connect a carrier's Loop to the Inside Wiring of a Customer's premises through Verizon's NID at the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern NIDs, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide Intrado Comm with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules.

10. [This Section Intentionally Left Blank]

11. Dedicated Transport

Subject to the conditions set forth in Section 1 of this Attachment, and upon request by Intrado Comm, Verizon shall make available to Intrado Comm where facilities are available, Dedicated Transport unbundled from other Network Elements at the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Dedicated Transport unbundled from other Network Elements, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide Intrado Comm with access to the unbundled Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

12. [This Section Intentionally Left Blank]

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 2 of the Additional Services Attachment, Verizon shall provide Intrado Comm with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Intrado Comm with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by Intrado Comm through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by Intrado Comm for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Intrado Comm shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.

14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.

14.3 Network Element Bona Fide Request (BFR).

14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder.

The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

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

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

14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

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

14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

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

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

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

15. Maintenance of Network Elements

If (a) Intrado Comm reports to Verizon a Customer trouble, (b) Intrado Comm requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Intrado Comm shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Intrado Comm is not available at the appointed time. Intrado Comm accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Verizon. If as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Verizon. Verizon agrees to respond to Intrado Comm trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Combinations, Commingling, and Conversions

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall be obligated to provide Combinations, Commingling and Conversions only to the extent provision of such Combinations, Commingling and Conversions are required by the Federal Unbundling Rules. To the extent Verizon is required by the Federal Unbundling Rules to provide Combinations, Commingling and Conversions to Intrado Comm, Verizon shall provide such Combinations, Commingling and Conversions in accordance with the terms, conditions and prices for such Combinations, Commingling and Conversions as provided in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Combinations, Commingling and Conversions, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

17. Routine Network Modifications

17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:

17.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Intrado Comm to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes;

deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Intrado Comm to light a Dark Fiber Transport facility that it has obtained from Verizon under the Agreement. Verizon shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

17.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

18. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Intrado Comm, in accordance with this Agreement, Verizon's applicable federal and state Tariffs, and the requirements of Applicable Law, Collocation for the purpose of facilitating Intrado Comm's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Intrado Comm only to the extent required by Applicable Law and may decline to provide and/or cease providing Collocation to Intrado Comm to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Intrado Comm to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 911/E-911 Arrangements

1.1.1 911/E-911 arrangements provide access to the appropriate PSAP by dialing a 3-digit universal telephone number, "911." For areas where Verizon is the 911/E-911 Service Provider, Verizon provides and maintains such equipment and software at the 911 Tandem/Selective Router(s) or selective router(s) and, if Verizon manages the ALI Database, this includes the ALI Database, as is necessary for 911/E-911 Calls. For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm provides and maintains such equipment and software at the Intrado Comm 911 Tandem/Selective Router(s) and, if Intrado Comm manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls.

1.1.2 For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm shall make the following information available to Verizon, to the extent permitted by Applicable Law:

1.1.2.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Intrado Comm 911 Tandem/Selective Router and associated geographic location served;

1.1.2.2 a listing of appropriate Intrado Comm contact telephone numbers and organizations that have responsibility for operations and support of Intrado Comm's 911/E-911 network and ALI Database systems; and

1.1.2.3 where Intrado Comm maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Verizon and as permitted by the Controlling 911 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.1.3 For areas where Verizon is the 911/E-911 Service Provider, Verizon shall make the following information available to Intrado Comm, to the extent permitted by Applicable Law:

1.1.3.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Verizon 911 Tandem/Selective Router and associated geographic location served;

1.1.3.2 a listing of appropriate Verizon contact telephone numbers and organizations that have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and

1.1.3.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Intrado Comm and as permitted by the Controlling 911 Authority, a complete copy of such MSAG

and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.2 Intrado Comm Managed ALI Database

For areas where Intrado Comm is the 911/E-911 Service Provider and Intrado Comm manages the ALI Database, Verizon and Intrado Comm shall establish mutually acceptable arrangements and procedures for inclusion of Verizon End User data in the ALI Database.

1.3 Interconnection for Exchange of 911/E-911 Calls between the Parties

1.3.1 Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a LATA, for the transmission and routing of 911/E-911 Calls from Verizon to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center, Verizon End Office Interconnection Wire Center, or Verizon 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Comm Interconnection Wire Center, Intrado Comm switch or selective router, or any portion of a transport facility provided by Verizon to Intrado Comm or another party between (x) a Verizon Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of Intrado Comm or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.

1.3.2 Verizon shall provide for transmission and routing of 911/E-911 Calls with ANI from Verizon End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. In providing for transmission and routing of 911/E-911 Calls from Verizon End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Verizon shall have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Verizon End Users and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA) as Verizon in Verizon's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Verizon's rights under the preceding sentence, in providing for transmission and routing of a 911/E-911 Call from a Verizon End User to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Verizon, in Verizon's sole discretion, may elect to use one or more switches or selective routers located between the End Office serving the Verizon End User and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

1.3.3 Intrado Comm, at its own expense, shall provide transport for 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA to the PSAPs for which Intrado Comm is the 911/E-911 Service Provider. If Intrado Comm obtains such transport from Verizon, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.

1.4 Interconnection for Inter-PSAP Transfer of 911/E-911 Calls

1.4.1 Where the Controlling 911 Authority for a PSAP for which Verizon is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado Comm is the 911/E-911 Service Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to establish arrangements for such 911/E-911 Call transfers, each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a LATA, for the transmission and routing of 911/E-911 Calls from a PSAP for which one Party is the 911/E-911 Service Provider to a PSAP for which the other Party is the 911/E-911 Service Provider. The technically feasible Point(s) of Interconnection on Verizon's network in a LATA shall be as described in Section 1.3.1, above.

1.4.2 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, each Party, at its own expense, shall provide transport between the PSAP for which such Party is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If Intrado Comm obtains from Verizon transport between the PSAPs for which Intrado Comm is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and

rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.

1.4.3 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, the Parties shall mutually agree upon: (a) whether they will use one-way trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two-way trunks (trunks with traffic going in both directions); and, (b) design blocking objectives for the trunks.

1.4.4 The Parties will maintain appropriate dial plans to support inter-PSAP call transfer and shall notify each other of changes, additions or deletions to those dial plans.

1.5 Initiating Interconnection in a LATA

1.5.1 For each LATA in which Intrado Comm becomes the 911/E-911 Service Provider for a PSAP to which Verizon End Users originate 911/E-911 Calls and in which the Parties are not already interconnected pursuant to this Agreement, Intrado Comm shall provide written notice to Verizon of the need to establish interconnection in such LATA pursuant to this Agreement.

1.5.2 The notice provided in Section 1.5.1 above shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the relevant LATA in accordance with this Agreement; (b) Intrado Comm's intended interconnection activation date; (c) a forecast of Intrado Comm's trunking requirements; and (d) such other information as Verizon shall reasonably request in order to facilitate interconnection.

1.5.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of Intrado Comm's notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the new LATA and the mutually agreed upon interconnection activation date for the new LATA.

1.5.4 Prior to establishing interconnection in a LATA, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the

Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

1.5.5 Upon request by either Party, the Parties shall meet to: (a) review traffic and usage data on trunk groups; and (b) determine whether the Parties should establish new trunk groups, augment existing trunk groups, or disconnect existing trunks.

1.5.6 Because Verizon will not be solely in control of when and how many two-way trunks are established between its network and Intrado Comm's network, Verizon's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

1.6 Trunk Forecasting Requirements.

1.6.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Intrado Comm shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Trunk Forecast Guidelines, as revised from time to time.

1.6.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, on a semi-annual basis, Intrado Comm shall submit a good faith forecast to Verizon of the number of trunks that Intrado Comm anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between Intrado Comm and Verizon. Intrado Comm's trunk forecasts shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. Intrado Comm also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when Intrado Comm develops plans or becomes aware of information that will materially affect the Parties' interconnection.

1.6.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on Intrado Comm or Verizon.

1.7 Compensation

1.7.1 Subject to Sections 1.7.2 and 1.7.3 following, the rates and charges for the Services provided by each Party to the other Party under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

1.7.2 Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment, Intrado Comm shall not bill to Verizon, and Verizon shall not be obligated to pay to Intrado Comm:

1.7.2.1 Any rates or charges (including, but not limited to, Reciprocal Compensation Charges, Intercarrier Compensation Charges and Exchange Access Service Charges) in connection with 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Verizon to Intrado Comm pursuant to Sections 1.3

and 1.4, above, and 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Section 1.4, above); or

1.7.2.2 Any other rates or charges for transmission, routing, transport or termination, or for facilities used for transmission, routing, transport or termination, of 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Verizon to Intrado Comm pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Section 1.4, above); or

1.7.2.3 Any ALI Database related rates or charges (including, but not limited to, rates or charges for Verizon to access, use, or include or store Verizon End User data in, an ALI Database); or

1.7.2.4 Any MSAG related rates or charges (including, but not limited to, rates or charges for an MSAG, MSAG updates, changes or revisions, or MSAG information).

1.7.3 Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment, for 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Section 1.4 above, Verizon shall not bill to Intrado Comm, and Intrado Comm shall not be obligated to pay to Verizon, any charges (including, but not limited to Reciprocal Compensation Charges, Intercarrier Compensation Charges, or Exchange Access Service Charges) for the transport of such 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA to PSAPs for which Verizon is the 911/E-911 Service Provider. However, for the avoidance of any doubt, notwithstanding anything in the preceding sentence of this Section 1.7.3 or in any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall be obligated to pay to Verizon: (a) the full Verizon rates and charges (as set out in this Agreement) for transport, services, facilities and/or arrangements obtained by Intrado Comm from Verizon for transport of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] used by Intrado Comm for transport of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network); and, (b) the full Verizon rates and charges (as provided for in this Agreement) for interconnection of Intrado Comm's network with Verizon's network at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.

2. 911/E-911 General

2.1 Verizon and Intrado Comm shall work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs or Controlling 911 Authority coordinators may have regarding the 911/E-911 arrangements.

2.2 Each Party shall collect and remit, as required, any 911/E-911 applicable surcharges from its Customers in accordance with Applicable Law.

2.3 Nothing in this Agreement shall be deemed to prevent Verizon from billing to a Controlling 911 Authority or PSAP rates or charges for:

2.3.1 services, facilities and/or arrangements provided by Verizon in connection with 911/E-911 Calls from a Verizon End User to a PSAP for which Intrado Comm is the 911/E-911 Service Provider (including, but not limited to, charges for the transmission and routing of 911/E-911 Calls from Verizon End Users to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA);

2.3.2 services, facilities and/or arrangements provided by Verizon in connection with the transfer of 911/E-911 Calls between PSAPs;

2.3.3 ALI Database related activities (including, but not limited to, Verizon's access to, use of, or inclusion or storage of Verizon End User data in, an ALI Database);

2.3.4 MSAG related activities (including, but not limited to, Verizon's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or

2.3.5 Verizon to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.

2.4 Nothing in this Agreement shall be deemed to prevent Intrado Comm from billing to a Controlling 911 Authority or PSAP rates or charges for:

2.4.1 services, facilities and/or arrangements provided by Intrado Comm in connection with 911/E-911 Calls from a Verizon End User to a PSAP for which Intrado Comm is the 911/E-911 Service Provider;

2.4.2 services, facilities and/or arrangements provided by Intrado Comm in connection with the transfer of 911/E-911 Calls between PSAPS;

2.4.3 ALI Database related activities;

2.4.4 MSAG related activities (including, but not limited to, Intrado Comm's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or

2.4.5 Intrado Comm to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.

PRICING ATTACHMENT

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 Except as stated in Sections 1.7.2 or 1.7.3 of the 911 Attachment, Charges for Services shall be as stated in this Section 1.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff to the extent the Parties have agreed to include such Tariff as the applicable Charge in Appendix A as attached to this Pricing Attachment.

1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges to the extent the Parties have agreed to include such Tariff as the applicable Charge in Appendix A as attached to this Pricing Attachment. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC when the Parties have agreed to include such Tariff as the applicable Charge in Appendix A), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction. The Charges identified in Appendix A of this Pricing Attachment as "TBD" (to be developed) shall be automatically superseded by any applicable Charges set out in Verizon Tariff DTE MA No. 17. The Charges identified in Appendix A of this Pricing Attachment as "TBD" also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank]

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT[1]

(MASSACHUSETTS)
v1.13

I. VERIZON SERVICES[2]

A. INTERCONNECTION

	Verizon Service	Non-recurring	Recurring
1.	Entrance facilities, multiplexing and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per Verizon Tariff FCC No. 11 for Feature Group D service, as amended from time to time, and Verizon Massachusetts Tariff DTE MA No. 15 for Feature Group D service, as amended from time to time	
2.	Access charges for Interstate and/or Intrastate	Per Verizon Tariff FCC No. 11 for Feature Group D service, as amended from time to time, and Verizon Massachusetts Tariff DTE MA No. 15 for Feature Group D service, as amended from time to time	

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1 All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction.

2 This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Intrado Comm shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates (rates in Verizon Tariff FCC No. 11 or Verizon Tariff DTE MA No. 15) and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Intrado Comm when purchasing these services for use in the provision of Telephone Exchange Service. Verizon rates and services for use by Intrado Comm in the carriage of Telephone Toll Service traffic shall be subject to Verizon's tariffs for Exchange Access Service (Verizon Tariff FCC No. 11 and Verizon Tariff DTE MA No. 15). Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

B. UNBUNDLED NETWORK ELEMENTS[3] [4]

I. **Ordering of Service rates** are found in DTE MA No. 17.

II. **Issuance, payment and Crediting of Customer Bills rates** are found in DTE MA No. 17.

III. Unbundled Local Loops

(a) Monthly and Non-Recurring rates for Two Wire, Four Wire, (including analog, digital (xDSL), premium and High Capacity Links and related Loop elements) are found in DTE MA No. 17, as amended from time to time.

(b) Rates for Line and Station Transfer[5] are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

IV. Intrastate Collocation

All rates for intrastate collocation shall be charged at rates found in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

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[3] All rates and charges specified herein are pertaining to the Unbundled Network Element Attachment. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change UNE prices to conform to any modification of the FCC's UNE pricing rules.

[4] For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Intrado Comm shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates (rates in Verizon Tariff FCC No. 11 or Verizon Tariff DTE MA No. 15) and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

[5] Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility.

V. Line Splitting (also referred to as "Loop Sharing")[6]★

A. Unbundled Local Loops

As Applicable per this Appendix for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

B. Other Charges

i. Regrade $6.62 NRC

ii. *Service Connection
***Service Connection/Other**
A second Service Connection NRC and Service Connection/ Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

iii. Disconnect A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

iv. Line and Station Transfers/Pair Swaps An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates
Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

D. Rates for Line Splitting are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

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[6] This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

★ Both Option A and Option C assume there is an existing Intrado Comm Collocation arrangement.

VI. Unbundled IOF

Rates for Unbundled IOF are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

VII. Unbundled Multiplexer

Rates for Unbundled Multiplexer are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

VIII. Network Interface Device (NID) & House and Riser Cable

Rates for Network Interface Device (NID) & House and Riser Cable are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

IX. Expanded Extended Loop (EEL)

Rates for Expanded Extended Loop are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

X. Unbundled Dark Fiber

Rates for Unbundled Dark Fiber are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

XI. Unbundled Sub-Loop Arrangements

Per Verizon's DTE MA No. 17 Tariff, as amended from time to time.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XII. Routine Network Modifications[7]		
CLEAR DEFECTIVE PAIR (Where feasible)	N/A	TBD*
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	TBD*
BINDER GROUP REARRANGEMENT	N/A	TBD*
REPEATER – INSTALLATION	N/A	TBD*
APPARATUS CASE - INSTALLATION	N/A	TBD*
RANGE EXTENDERS - DS-0 Installation	N/A	TBD*
RANGE EXTENDERS - DS-1 Installation	N/A	TBD*
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	TBD*
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	TBD*
ACTIVATE DEAD COPPER PAIR	N/A	TBD*
MULTIPLEXER - 1/0 - INSTALLATION	N/A	TBD*
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	TBD*
MULTIPLEXER - 3/1 - INSTALLATION	N/A	TBD*
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	TBD*
MULTIPLEXER - OTHER - INSTALLATION	N/A	TBD*
MOVE DROP	N/A	TBD*
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	TBD*
LINE CARD – INSTALLATION	N/A	TBD*
COPPER REARRANGEMENT	N/A	TBD*
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	TBD*
IDLC ONLY CONDITION	N/A	TBD*
OTHER REQUIRED MODIFICATIONS		TBD*
NO FACILITIES - Confirmation		TBD*
OTHER		
Commingled Arrangements – per circuit NRC	N/A	TBD*
Conversion - Service Order	N/A	TBD*
Conversion - Installation per circuit	N/A	TBD*
Circuit Retag - per circuit	N/A	TBD*
DARK FIBER		
Dark Fiber routine Network Modifications	N/A	TBD*

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7 This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (*e.g.*, services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

* While Verizon is not pursuing charges associated with routine network modifications at this time. Verizon reserves the right to pursue such charges at a later date.

C. CUSTOMER USAGE DETAIL CHARGES

Record Charges

• Per record processed (EMR format)	$0.004085
• Per record processed (Tandem Subtending Arrangement/EMR)	$0.004085
• Per record transmitted	$0.000118
• Per tape/cartridge	$20.12

D. INTRASTATE COLLOCATION

All rates for intrastate collocation shall be charged at rates found in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

E. INTERSTATE COLLOCATION

All rates for interstate collocation shall be charged at rates found in Verizon's F.C.C. No. 11 Tariff, as amended from time to time.

F. 911/E911 TRANSPORT

Per Section I.A, "Interconnection," above.

G. OPERATIONS SUPPORT SYSTEMS

a. 1. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements, are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

b. 1. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale, are as set forth in Verizon's DTE MA No. 14 Tariff, as amended from time to time.

H. TIME AND MATERIALS CHARGES

Rates for Time and Materials are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.