

TRAFFIC EXCHANGE AGREEMENT

BETWEEN

BRESNAN BROADBAND OF UTAH, LLC

AND

UBTA-UBET COMMUNICATIONS, INC.

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TRAFFIC EXCHANGE AGREEMENT

This Traffic Exchange Agreement (the "Agreement") is by and between UBTA-UBET Communications, Inc., with its address for purposes of this Agreement at 211 East 200 North, Roosevelt, Utah 84066 ("RLEC"), and Bresnan Broadband of Utah, LLC ("Bresnan"), with its address for purposes of this Agreement at One Manhattanville Road, Purchase, New York 10577 (RLEC and Bresnan being referred to collectively as the "Parties" and individually as a "Party").

This Agreement covers services in the State of Utah only (the "State").

WHEREAS, interconnection between Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, Utah Code Ann. § 54-8b-2.2 imposes specific obligations on Telecommunications Corporations with respect to the interconnection of their networks; and

WHEREAS, Bresnan and RLEC are Telecommunications Corporations; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon connection points; and

WHEREAS, the Parties wish to enter into an agreement, in accordance with Utah law, to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RLEC and Bresnan hereby covenant and agree as follows:

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another for purposes of interconnection and the exchange of Local Traffic between their respective end-user customers within the State.

ARTICLE II

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, in case of any interpretation question, the standard definitions in Appendix B attached to this Agreement and made a part hereof shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in Appendix B and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions herein, this Agreement shall run for a period of three (3) years from the Effective Date as defined in Section 31. If RLEC wishes to terminate this Agreement at the end of the initial three year term, it shall provide notice of such intent to Bresnan no fewer than 180 days prior to the termination of the term. In the event of such notice by RLEC and if Bresnan wishes to renegotiate this Agreement, it shall provide notice of such desire no fewer than 150 days prior to the termination date. Barring such notice, this Agreement shall continue on a month-to-month basis unless terminated by either party on 30 days written notice.

2.2 Post Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

(a) As if under this Agreement, if either Party has requested negotiations for a new agreement, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier, unless otherwise agreed by the Parties.

(b) If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party

notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within twenty (20) Business Days of receipt of written notice thereof. Following the nondefaulting Party's notice to the defaulting Party of its Default, the nondefaulting Party shall not be required to process new service orders until the Default is timely cured. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's authority to provide service has been revoked by the Commission, or
- (c) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) Business Days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Except for an assignment pursuant to a sale of substantially all or part of the assets of an assigning entity, any assignment by either Party of any right, obligation, or duty, in whole

or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

6. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for orders, inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the local, State and Federal governments.

7. Ordering.

Unless otherwise mutually agreed, the Parties shall employ written instruments to place orders for services from one another pursuant to this Agreement, which may be delivered by US Mail, courier/delivery services, facsimile or email, utilizing industry-accepted formats and procedures in accord with industry-standard practices.

8. Billing and Payment.

Except as provided elsewhere in this Agreement the Parties shall exchange all information required to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

8.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year.

8.2 Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall make reasonable efforts to notify Provider in writing regarding the nature and the basis of the dispute within ninety (90) calendar days of the bill date or the dispute shall be waived, subject to any State regulatory requirements.

Notwithstanding the foregoing, the billed Party shall have one (1) year from the bill date to perform internal billing audits related to charges billed by the billing Party. Where the Parties mutually agree that an over-billing was made by the billing Party, the billing Party shall refund such over-billed amounts to the billed Party. Such refunds shall not be required for amounts that appeared on billing statements that were issued more than one (1) year prior. The Parties shall diligently work toward resolution of all billing issues. Notwithstanding the foregoing, if Provider notifies Party of the unpaid charges the dispute provisions thereof shall prevail.

8.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the lower amount of 1½% charge per month, or the maximum non-usurious rate of interest permitted to be billed to end user customers under applicable law. Such late payment charges shall be included on the Provider's next statement.

8.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

8.5 Audits.

8.5.1 In General

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

8.5.2 Traffic Audits.

On thirty (30) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. RLEC and Bresnan shall retain records of call detail for a minimum of nine (9) months from which a PLU and/or PIU

can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditors paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter for which the audit was completed, the usage for the quarter prior to the completion of the audit, and the usage for the two quarters following the completion of the audit. If, as a result of an audit either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

9. Binding Effect.

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

10. Capacity Planning and Forecasting.

Within twenty (20) Business Days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to number portability and interconnection services. Such responsibilities shall include but are not limited to the following:

10.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

10.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article IV.

10.7 Where the Parties are unable to reach mutual agreement on satisfactory capacity plans and forecasts, including but not limited to appropriate fill rates, the Parties shall follow the dispute resolution process set forth in the Agreement.

11. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

12. Confidential Information.

12.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such. Notwithstanding the foregoing, preorders and all orders for services placed by either Party pursuant to this Agreement, and information that would constitute customer proprietary network information of either Party's end user customers pursuant to Utah law and the rules and regulations of the Utah Public Service Commission, as well as recorded usage information with respect to either Party's end users, whether disclosed or otherwise acquired in the course of the Parties' performance under this Agreement shall be considered Confidential Information.

12.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance under this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

12.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

12.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

13. Consent.

Where consent notice, approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement, it shall not be conditional, unreasonably withheld, or delayed.

14. Dispute Resolution.

14.1 Alternative to Litigation.

Except for the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

14.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

14.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise the rules described in part (a) below shall be applicable.

(a) A Party may demand such arbitration in accordance with the procedures set out in AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified

in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

(b) Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction

14.4 Expedited Dispute Resolution Procedures.

If the issue to be resolved through the negotiations referenced in Section 14.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

14.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs).

14.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement.

15. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

16. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

17. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section. In the event the Force Majeure event is not resolved within sixty days, the Party whose performance was not affected by the Force Majeure event, may terminate this Agreement without penalty or further responsibility.

18. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

20. Standard Practices.

The Parties agree to adopt and employ industry standard practices to satisfy their respective obligations under this Agreement to the extent such practices are not in conflict with terms of this Agreement.

21. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

22. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

23. Liability and Indemnity.

23.1 Indemnification.

Subject to the limitations set forth in Section 23.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all direct losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for personal injury to or death of any person or persons, caused by the indemnifying Party's gross negligence or willful misconduct. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

23.2 End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from

Services or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

23.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

23.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, including those under Section 14 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

24. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

26. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section: Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications.

If to RLEC:

UBTA-UBET Communications, Inc.

Attn: _____

211 East 200 North

Roosevelt, UT 84066

Tel: _____

Fax: _____

Email: _____

With a copy to:

UBTA-UBET Communications, Inc.

Attn: _____

Tel: _____

Fax: _____

Email: _____

If to Bresnan:

Bresnan Communications

Attn: Jerold C. Lambert

One Manhattanville Road

Purchase, NY 10577

Telephone number: (914) 641-3338

Facsimile number: (914) 641-3438

E-mail: jlambert@bresnan.com

With a copy to:
Bresnan Communications
Attn: Alex J. Harris
One Manhattanville Road
Purchase, NY 10577
Tel: (914) 641-3358
Fax: (914) 641-3458
Email: aharris@bresnan.com

27. Protection.

27.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

27.2 Resolution.

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be imposed by the Impaired Party. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of or disconnect the affected circuit, facility or equipment with notice to the Impairing Party, without further liability or costs.

28. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both RLEC and Bresnan.

29. Regulatory Agency Control.

So long as consistent with the conditions of this Agreement outlined in Article I, this Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

30. Changes in Legal Requirements.

RLEC and Bresnan agree that the terms of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement became effective. Except as otherwise directed by Article I, upon written notice by either Party, the Parties agree to negotiate in good faith an amendment to this Agreement to bring it into compliance with modifications to those requirements pursuant to Section 37 of this Article.

31. Effective Date.

This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval.

32. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all Federal Communications Commission, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

33. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

34. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

35. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties

shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may invoke the provisions for dispute resolution set forth in Article III, Section 14 of this Agreement.

36. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligations hereunder.

37. Subsequent Law.

Except as outlined in Article I, and Article III sections 29 and 30, the terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should both Parties agree to incorporate such law, rule, or regulation into this Agreement. The Dispute Resolution provisions of Article III, Section 14 shall also govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within thirty (30) Business Days after such subsequent change. If negotiations fail within sixty (60) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 14, with the consequent changes in this Agreement to be retroactive to the extent required by the subsequent applicable laws, rules or regulations.

38. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party provides to the collecting Party appropriate documentation as required by Applicable Law that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting

Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

38.1 Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction. Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

38.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/Regulatory Surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

39. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

40. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

41. Environmental Responsibility.

The Parties agree that prior to such time as either Party may place its equipment in the other Party's premises pursuant to a collocation or some other arrangement, the Parties will negotiate appropriate terms with respect to responsibility for environmental matters.

ARTICLE IV

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Transport and Termination of Local Traffic.

The Parties shall make all necessary arrangements to reciprocally transport and terminate Local Traffic originating on each other's networks utilizing either Direct Interconnection as provided in Section 4, or Indirect Interconnection as provided in Section 5 herein. Either Party may choose to utilize the interconnection trunk groups provided in this Article to deliver both Local Traffic and non-Local Traffic, on an un-segregated basis, for termination on the other Party's network, subject to the PLU and PIU requirements set forth in Section 3. herein. The Parties agree to route all traffic in accordance with the Local Exchange Routing Guide (LERG).

2. Compensation.

The Parties shall compensate each other for the transport and termination of Local Traffic exchanged at a designated Interconnection Point (IP), subject to any applicable regulatory conditions, as specified below. Compensation for the transport and termination of non-Local Traffic (including, but not necessarily limited to optional EAS, intraLATA toll and interexchange traffic) shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

2.1 Bill-and-Keep For In-Balance Local Traffic.

The Parties shall assume that Local Traffic between the Parties' respective networks is roughly balanced unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to the transport and termination of Local Traffic exchanged at a designated IP.

2.2 Reciprocal Compensation For Out-of-Balance Local Traffic.

Either Party may initiate a traffic study no more frequently than once every six months. Such traffic study shall examine all Local Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other in writing that Reciprocal Compensation for the transport and termination of Local Traffic exchanged at a designated IP, shall commence pursuant to the rate set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed.

3. Measurement & Billing

3.1 Percent Local Use.

Where one Party delivers Local Traffic co-mingled with non-Local Traffic to the other Party, by Direct Interconnection or Indirect Interconnection, upon request of the other Party, the delivering Party shall provide an accurate Percentage Local Usage (“PLU”) to the other Party. The application of the PLU will be used to determine the amount of Local Traffic minutes to be billed to the delivering Party. For purposes of developing the PLU, a Party shall consider every Local Traffic call and every non-Local Traffic call. PLU requests shall be made no more frequently than once every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has industry-accepted message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party’s option, be utilized to determine the appropriate Local Traffic usage compensation to be paid. In such a case, written notice will be provided to the other Party that such a capability exists and will be used.

3.2 Percentage Interstate Usage.

Where one Party delivers Local Traffic co-mingled with jurisdictionally interstate non-Local Traffic to the other Party, by Direct Interconnection or Indirect Interconnection, upon request of the other Party, the delivering Party shall provide a projected Percentage Interstate Usage (“PIU”) factor to the other Party. All jurisdictional report requirements, rules and regulations for Interexchange Carriers and as required by applicable law will apply to the Parties. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has industry-accepted message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall, at the terminating Party’s option, be utilized to determine the appropriate local usage compensation to be paid. In such a case, written notice will be provided to the other Party that such a capability exists and will be used.

3.3 Billing Specifications.

Minute of Use charges for transport and termination of Local Traffic shall be billed by each Party to the other Party in arrears. The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).

3.3.1 Usage Measurement.

Usage measurement for calls shall begin when Answer Supervision or the equivalent Signaling System 7 (SS7) message is received from the

terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

3.3.2 Rounding of Minutes.

Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

4. Direct Interconnection.

Direct Interconnection shall be implemented whenever there is a DS1's worth of traffic (512 CCS) between an individual switch in one Party's network and an individual switch in the other Party's network, or as otherwise mutually agreed by the Parties. Upon notice by one Party to the other Party that traffic has achieved such a level, or is projected within 60 days to achieve such a level, the Parties shall use their mutual best efforts to implement the required direct interconnection within 40 Business Days.

4.1 Interconnection Architecture.

Where direct interconnection is utilized, the Parties will mutually designate at least one Interconnection Point (IP) within each LATA in which the Parties intend to exchange Local Traffic. Direct Interconnection may be provisioned as:

4.1.1. A Mid-Span Fiber Meet whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location with each Party being individually responsible for its incurred costs in establishing this arrangement. The IP is the demarcation between ownership of the fiber transmission facility.

4.1.2 A Special Access or Dedicated Transport facility provisioned by: (i) one Party to a point on the other Party's network, which point may include a border meet-point which RLEC maintains with a third party Telecommunications Carrier for purposes of interconnecting to such third party; or (ii) provisioned by both Parties to any mutually-agreed upon location. The IP shall be such point or location.

4.2 Compensation.

Each Party shall be solely responsible for all facilities on its own side of the IP for Local Traffic. To the extent Local Traffic is delivered over such facilities commingled with other forms of traffic, applicable transport or facility charges may be charged on a prorated basis for non-Local Traffic, according to the traffic

percentages employed pursuant to Sections 3.1 and 3.2 of this Article and in proportion to each Party's usage of the facility.

4.3 Trunking Requirements.

Where the Parties directly interconnect their networks, the Parties shall meet and agree on trunking availability and requirements in order for the Parties to begin exchange of traffic.

4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. Agreement to use two-way trunks for delivery of Traffic shall not be unreasonably withheld where two-way trunking is technically feasible and the Party's are capable of rendering accurate bills for charges associated with two-way trunking.

4.3.2 The Parties will support the provisioning of trunk groups that carry combined or separate Local Traffic.

4.3.3 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to a P.01 grade of service or higher.

4.3.4 The Parties agree to use diligent efforts to develop and agree on a Joint Connection Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate grade of service standard. Such plan shall also include mutually-agreed upon default standards for the configuration of all trunk groups.

4.3.5 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

4.3.6 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.

4.3.7 The Parties will support intercompany 64kbps clear channel where available.

4.3.8 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of appropriate industry standard formats for inter-carrier service ordering.

4.4 Trunk Forecasting.

4.4.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 10. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include yearly forecasted trunk quantities for no less than a two year period (current year, plus one year) and the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.4.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the prescribed grade of service standard or the Joint Connection Plan referenced in Section 4.3.4.

5. Indirect Interconnection.

5.1 Where Direct Interconnection is not available, the Parties shall reciprocally transport and terminate Local Traffic between their respective networks by employing Indirect Interconnection through the tandem switch of a 3rd party to which both Parties are interconnected.

5.2 For purposes of compensation, the designated IP for Local Traffic delivered between the Parties via Indirect Interconnection shall be the IP between the terminating Party and the 3rd party tandem switch. Each Party shall be responsible for all connectivity between its network and the 3rd party tandem

switch. Each Party shall be responsible for paying any transiting charges which the 3rd party tandem provider may impose on Local Traffic originated by that Party.

5.3 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office.

6. Common Channel Signaling.

6.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) via a Signaling System 7 (SS7) network connection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all trunk groups, whether provisioned utilizing Direct Interconnection or Indirect Interconnection. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

6.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

6.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

6.4 Third Party Signaling Providers.

Each Party may choose a third-party SS7 signaling provider.

6.6 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

7. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

8. Local Number Portability (LNP)

8.1 Local Number Portability (LNP) is a service arrangement by, between, and among Telecommunications Carriers which allows an end-user to obtain local exchange service from a different local exchange service provider and retain its existing telephone number at a location within the same Rate Center area.

8.2 The Parties shall provide LNP in accordance with rules and regulations as from time to time prescribed by the Commission and Federal Communications Commission.

8.3 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the Federal Communications Commission. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

9. Dialing Parity

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Utah Code Ann. § 54-8b-2.2(1)(a)(ii).

10. Intercept and Referral Announcements

10.1 When an end-user customer changes its service provider from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to such end-user customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the end-user customer's new number or other appropriate information, to the extent known to the Party formerly providing service, on the same terms as that Party would provide to any other end-user customer abandoning a telephone number for any purpose. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral

Announcement if the end-user customer owes the Party unpaid overdue amounts or the end-user customer requests that no Referral Announcement be provided.

10.2 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the end-user customer its standard Tariff charge, if any, for the referral announcement

ARTICLE V

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement. The Effective Date of this Agreement for such purposes will be established by the date of the final signature on this agreement subject to confirmation by Commission approval order.

UBTA-UBET
COMMUNICATIONS, INC.

BRESNAN BROADBAND
OF UTAH, LLC

Signed: _____

Signed: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future commission or other proceedings, or any appeal or other litigation. Each Party will bill the other Party as appropriate:

Reciprocal Compensation

Transport and Termination of Local Traffic, per minute, if invoked pursuant to Article IV Section 2.2:	\$0.0007
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APPENDIX B**DEFINITIONS****1. General Definitions.**

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Appendix B and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.2 Answer Supervision

An off-hook supervisory signal.

1.3 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.4 Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

1.5 Bill-and-Keep Arrangement

A compensation arrangement whereby the Parties do not render bills to each other for the transport and termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

1.6 Business Day

Monday through Friday, except for holidays on which the non-priority U.S. mail is not delivered.

1.7 CLASS

CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

1.8 Commission

The Public Service Commission of the State of Utah.

1.9 Common Channel Signaling (CCS)

A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.10 Customer

The Party receiving service from the other. RLEC or Bresnan, depending on the context and which Party is receiving the service from the other Party.

1.11 DS-1

A service carried at digital signal rate of 1.544 Mbps.

1.12 DS-3

A service carried at digital signal rate of 44.736 Mbps.

1.13 Interconnection Point (IP)

The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

1.14 Interexchange Carrier (IXC)

A telecommunications service provider authorized by the Federal Communications Commission to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.15 ISDN User Part (ISUP)

A part of the SS7 protocol that defines call setup messages and call takedown messages.

1.16 Local Access and Transport Area (LATA)

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.17 Local Exchange Carrier (LEC)

Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.18 Local Exchange Routing Guide (LERG)

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.19 Local Number Portability (LNP)

The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.20 Local Provider

A carrier authorized to provide local telecommunications service in the State.

1.21 Local Traffic

Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated between end users within the Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in RLEC's local exchange tariffs. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic includes Information Access Traffic to the extent the calling party and the called party are physically located in the same RLEC Local Calling Area.

1.22 Mid Span Fiber Meet

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.

1.23 North American Numbering Plan (NANP)

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.24 Numbering Plan Area (NPA)

Also sometimes referred to as an area code, is the three-digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A NonGeographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.25 NXX, NXX Code, Central Office Code or CO Code

The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.26 Provider

The Party providing service to the other. RLEC or Bresnan depending on the context and which Party is providing the service to the other Party.

1.27 Rate Center

The geographic area associated with one or more particular NPA-NXX Codes.

1.28 Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.29 Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.30 Subsidiary

A corporation or other legal entity that is majority owned by a Party.

1.31 Synchronous Optical Network (SONET)

Synchronous electrical (STS) or optical channel (OC) connections.

1.32 Tandem or Tandem Switch

A switch that connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

1.33 Telcordia Technologies

A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.34 Telecommunications Services

These terms shall have the meanings ascribed to them under Utah law.

1.35 Undefined Terms

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the effective date of this Agreement.