



21 West Ave
Spencerport, NY 14559

October 20, 2021

Mr. Gary Widerburg
Commission Administrator
Public Service Commission of Utah
Heber M. Wells Building
160 East 300 South,
Salt Lake City, Utah 84111

Re: Agreement between Navajo Communications Company, Inc. and Emery Telecommunications & Video, Inc. (ET&V), E Fiber San Juan, LLC (EFSJ) and E Fiber Moab, LLC (EFM) for the State of Utah

Dear Mr. Widerburg:

Navajo Communications Company, Inc. d/b/a Frontier Navajo Communications Company, and Emery Telecommunications & Video, Inc. (ET&V), E Fiber San Juan, LLC (EFSJ) and E Fiber Moab, LLC (EFM) for the State of Utah hereby submit for approval the enclosed "Agreement for Local Interconnection" signed by Navajo Communications Company, Inc., on October 19, 2021 (the "Agreement"), which provides for Local Interconnection between Navajo Communications Company, Inc., and ET&V, EFSJ and EFM for the State of Utah. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is being submitted pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act"), and the requirements of Utah Code Ann. 54-8b-2.2(1)(d)(i).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the commission finds that

1. the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
2. the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

Navajo Communications Company, Inc., and ET&V, EFSJ and EFM for the State of Utah respectfully submit that the Agreement provides no basis for either of these findings. First, the Agreement does not discriminate against any other telecommunications carrier because Navajo Communications Company, Inc., has made the terms of the Agreement available to other carriers. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Utah, this Commission, the U.S. Congress and the Federal Communications Commission.

Please direct any questions to Leslie Zink at (585) 777-4717, or Leslie.Zink@ftr.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie Zink", written in a cursive style.

Leslie Zink
Sr. Manager, Pricing & Tariffs

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of October 2021, a true copy of the foregoing filing was sent via email to the following:

Gary Widerburg, PSC of Utah

psc@utah.gov

Respectfully submitted,



Leslie Zink
Sr. Manager, Pricing & Tariffs
Frontier Communications
21 West Ave.
Spencerport, NY 14559
585-777-4717
Leslie.Zink@ftr.com

AMENDED, EXTENDED AND RESTATED AGREEMENT

BY AND BETWEEN

**EMERY TELECOMMUNICATIONS & VIDEO, INC., E FIBER SAN JUAN, LLC, AND E FIBER
MOAB, LLC**

AND

**CITIZENS TELECOMMUNICATIONS COMPANY OF UTAH
NAVAJO COMMUNICATIONS CO., INC.**

FOR THE STATE OF

UTAH

TABLE OF CONTENTS

AMENDED, EXTENDED AND RESTATED AGREEMENT	1
1. The Agreement.....	1
2. Term and Termination	2
3. Glossary and Attachments	3
4. Applicable Law.....	3
5. Assignment	5
6. Assurance of Payment	5
7. Audits.....	6
8. Authorization.....	7
9. Billing and Payment; Disputed Amounts	7
10. Confidentiality and Publicity	9
11. Counterparts	11
12. Default.....	11
13. Discontinuance of Service by Emery	12
14. Dispute Resolution	12
15. Force Majeure	13
16. Forecasts	14
17. Fraud	14
18. Good Faith Performance.....	14
19. Headings.....	14
20. Indemnification	14
21. Insurance.....	15
22. Intellectual Property	17
23. Joint Work Product.....	18
24. Law Enforcement.....	18
25. Limitation of Liability.....	19
26. Network Management.....	20

27.	Non-Exclusive Remedies	22
28.	Notice of Network Changes	22
29.	Notices	22
30.	Ordering and Maintenance	23
31.	Performance Standards	24
32.	Point of Contact for Emery Customers	24
33.	Predecessor Agreements	24
34.	Publicity and Use of Trademarks or Service Marks	25
35.	References.....	25
36.	Relationship of the Parties	25
37.	Reservation of Rights.....	26
38.	Service to End User	26
39.	Subcontractors	27
40.	Successors and Assigns	27
41.	Survival	27
42.	Tariffs	27
43.	Taxes	28
44.	Technology Upgrades	30
45.	Territory	30
46.	Third Party Beneficiaries	30
47.	252(i) Obligations.....	31
48.	Use of Service	31
49.	Waiver	31
50.	Disclaimer of Warranties.....	31
51.	Withdrawal of Services	31
SIGNATURE PAGE		32
GLOSSARY		33
1.	General Rule.....	33

2.	Definitions	33
ADDITIONAL SERVICES ATTACHMENT		46
1.	Alternate Billed Calls	46
2.	Dialing Parity - Section 251(b)(3)	46
3.	Directory Listing and Distribution Services	46
4.	Voice Information Service Traffic	47
5.	Transfer of Service	48
6.	Originating Line Number Screening (OLNS)	49
7.	Operations Support Systems (OSS) Services	49
8.	Poles, Ducts, Conduits and Rights-of-Way	54
9.	Unauthorized Carrier Change Charges	55
10.	Good Faith Performance	55
INTERCONNECTION ATTACHMENT		56
1.	Interconnection Trunking Arrangements	56
2.	Points of Interconnection and Trunk Types	56
3.	Alternative Interconnection Arrangements	61
4.	Initiating Interconnection	63
5.	Transmission and Routing of Telephone Exchange Service Traffic	63
6.	Traffic Measurement and Billing over Interconnection Trunks	65
7.	Reciprocal Compensation for the Transport and Termination of Interchanged Traffic	66
8.	Prohibited Traffic	67
9.	Other Types of Traffic	68
10.	Transmission and Routing of Exchange Access Traffic	69
11.	Meet-Point Billing (MPB) Arrangements	70
12.	Toll-free Service Access Code (e.g., 800/888/877) Traffic	72
13.	Transit Service	74
14.	Number Resources, Rate Center Areas and Routing Points	76

15.	Joint Network Implementation and Grooming Process; Forecasting.....	76
16.	Number Portability - Section 251(B)(2).....	78
17.	Good Faith Performance.....	80
TRAFFIC EXCHANGE ATTACHMENT.....		81
1.	General.....	81
2.	Arrangements With Third Party Tandem Provider	81
3.	Initiating Traffic Exchange Under This Attachment.....	82
4.	Traffic Measurement and Billing	82
5.	Good Faith Performance.....	83
9-1-1 ATTACHMENT		84
PRICING ATTACHMENT.....		85
1.	General.....	85
2.	Emery Prices	85
3.	Regulatory Review of Prices	85
APPENDIX A TO THE PRICING ATTACHMENT (UTCTC Navajo).....		87
EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION ATTACHMENT.....		91

AMENDED, EXTENDED AND RESTATED AGREEMENT

PREFACE

This Amended, Extended and Restated Agreement ("Agreement") shall be deemed effective October 1, 2021 (the "Effective Date"), between Emery Telecommunications & Video, Inc. ("ET&V"), a corporation organized under the laws of the State of Utah, E Fiber San Juan, LLC, a Utah limited liability company ("EFSJ"), and E Fiber Moab, LLC, a Utah limited liability company ("EFM"), all with offices at PO Box 629, 445 E SR29, Orangeville, UT 84537-0629 (Emery, EFSJ, and EFM are collectively referred to as "Emery") and Citizens Telecommunications Company of Utah, a corporation organized under the laws of the State of Delaware and Navajo Communications Co., Inc., a corporation organized under the laws of the State of New Mexico, (collectively "Frontier") with offices at 40 West 100 North, Tremonton, UT 84337 (Frontier and Emery may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

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

ET&V, EFSJ, and EFM are telecommunications companies authorized by the Commission to provide local exchange telecommunications services in the State of Utah; and

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

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

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement

or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s) ("Prior Agreement(s)"), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a post-petition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and Emery.

1.4 The Parties agree that Prior Agreement(s) include:

1.4.1 the Interconnection Agreement between Emery Telecommunications & Video, Inc. and Citizens Telecommunications Company of Utah (Moab Exchange Only) that was approved by the State of Utah Public Service Commission (the "Commission") as an effective agreement in the State of Utah in Docket 12-2272-01 as such agreement exists on the date hereof, including, without limitation, any Amendment[s] thereto, after giving effect to operation of law.

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 September 30, 2024 (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 Emery or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination. If Emery does not respond to Frontier's written notification of the intent to terminate the Agreement, the Agreement will terminate and not renew at the later of the end of the Initial Term or ninety (90) days after notice is provided.
- 2.3 If Emery or Frontier provide notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Emery or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Emery and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 Either Party may provide the other Party with at least ninety (90) day's written notification of its desire to renegotiate the Agreement at the end of the Initial Term or any Subsequent Term. If either Party provides the other Party with

written notification to renegotiate this Agreement, the negotiation and arbitration processes of the Act will be applicable and the date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. If Frontier provides notice of termination pursuant to Section 2.2, and at least ninety (90) days before the proposed date of termination either, and Emery or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Emery and Frontier; or, (b) the date one (1) year after the proposed date of termination. The effective date of a successor interconnection agreement between Emery and Frontier will be as of the date of termination of this Agreement. Any changes in rates will apply, and be subject to true-up, as of the effective date of the new interconnection agreement.

- 2.5 If Frontier provides notice of termination pursuant to Section 2.2 and neither Emery nor Frontier has requested negotiation of a new interconnection agreement (or, in accordance with Subsection 2.3(b), if no new agreement is reached by the date one (1) year after the proposed date of termination), then (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination (or in the case of termination in accordance with Subsection 2.3(b), at 11:59 PM Eastern Time on the date one (1) year after the proposed date of termination), and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff. Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.
- 2.6 Termination upon Ordering and Implementation Inactivity. Notwithstanding anything to the contrary contained herein, Frontier may terminate this Agreement in the event Emery has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to Emery customers within one (1) year from the Effective Date of this Agreement.

3. Glossary and Attachments

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

Additional Services Attachment
Interconnection Attachment
Traffic Exchange Attachment
9-1-1 Attachment
Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with (a) the Act, (b) the FCC's Rules and Regulations, (c) the laws of the United States of America and (d) the laws of the State of Utah, 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 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, then the Parties shall pursue dispute resolution in accordance with Section 14 of this Agreement.
- 4.6.1 Notwithstanding Section 4.6 above, to the extent Frontier is required by a change in Applicable Law to provide to Emery a Service that is not offered under this Agreement to Emery, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Frontier Tariff, or, in the absence of an applicable Frontier Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Frontier be required to provide any such Service in the absence of such a Frontier Tariff or amendment.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Frontier is not required by Applicable Law to provide any Service, payment or benefit, otherwise required

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

- 4.8 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.
- 4.9 The Parties jointly agree to cooperate in the filing of this Agreement and share equally the expenses associated with obtaining Commission approval.

5. Assignment

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

6. Assurance of Payment

- 6.1 Frontier may, in order to safeguard its interest, require Emery to make a deposit to be held by Frontier as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. A deposit will be returned with interest, at the Commission prescribed deposit rate, if and when Emery pays its undisputed bills on time for twenty-four (24) consecutive months.
- 6.2 Unless otherwise agreed by the Parties, the assurance of payment shall consist of a deposit or irrevocable standby letter of credit naming Frontier as the beneficiary thereof and otherwise in form and substance satisfactory to Frontier from a financial institution acceptable to Frontier. The assurance of payment shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Frontier, for the Services to be provided by Frontier to Emery in connection with this Agreement. Frontier reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not

cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment, or a significant probability of a bankruptcy filing by Emery.

- 6.3 Frontier may (but is not obligated to) draw on the assurance of payment upon notice to Emery in respect of any amounts to be paid by Emery hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.4 If Frontier draws on the assurance of payment, upon request by Frontier, Emery shall provide a replacement or supplemental assurance of payment conforming to the requirements of Section 6.2.
- 6.5 Notwithstanding anything else set forth in this Agreement, if Frontier makes a request for assurance of payment in accordance with the terms of this Section, then Frontier shall have no obligation thereafter to perform under this Agreement until such time as Emery has provided Frontier with such assurance of payment.
- 6.6 The fact that assurance of payment has been made in no way relieves Emery from complying with Frontier's regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Frontier providing for the discontinuance of service for non-payment of any sums due Frontier.
- 6.7 In the event Emery defaults on its account, and such default is not cured within ninety (90) days, service to Emery will be terminated and any assurance of payment held will be applied to its account.

7. Audits

- 7.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and the identification of traffic subject to this Agreement. Such audits may be performed once each year at the conclusion of each Calendar Year, in order to evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.
 - 7.1.1 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.
- 7.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to Section 14 of this Agreement.

- 7.2.1 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate of 0.5% per month.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

- 8.1 Citizens Telecommunications Company of Utah represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Navajo Communications Co., Inc. represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New Mexico. Each has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 Emery Telecommunications & Video, Inc. represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 Emery Certification.
 - 8.3.1 Notwithstanding any other provision of this Agreement, Frontier shall have no obligation to perform under this Agreement until such time as Emery has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting its business in the State of Utah. Emery shall not place any Orders under this Agreement until it has obtained such authorization. Emery shall provide proof of such authorization to Frontier upon request.
 - 8.3.2 Emery Account Setup. Emery must provide the appropriate Frontier representative the necessary documentation to enable Frontier to establish a master account for Emery. Such documentation will include a completed CLEC Master Account Questionnaire, proof of authority to provide telecommunications services within Frontier territory, proof that tariffs are on file and approved by the applicable Commission, and a tax exemption certificate, if applicable. Frontier will have no obligation to begin taking orders for service until after the necessary documents have been provided to Frontier, and the necessary deposit requirements are met.

9. Billing and Payment; Disputed Amounts

- 9.1 In consideration of the services provided by Frontier under this Agreement, Emery shall pay the charges set forth in this Agreement and in applicable tariffs.

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

To Emery:

Scott Stilson
PO Box 629
Orangeville, UT 84537-0629

To Frontier:

Frontier– FTR01 Media Processing
PO Box 15700
Phoenix, AZ 85060
Email Address: Frontier.invoices@synchronoss.com

- 9.2 Each Party shall prepare a monthly billing statement with a consistent, regular bill date and will reflect the calculation for amounts due under this Agreement. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available U.S. funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall within thirty (30) days of its receipt of the invoice give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay by the Due Date all undisputed amounts and shall include a copy of the dispute with the payment of the undisputed amount. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution. Undisputed amounts due to the billing Party that are not received by the Due Date or that are not immediately available to the billing Party, shall be subject to a late payment charge. The late payment charge shall be the lesser of one-and-one-half percent (1.5%) per month or the maximum allowed by law of the overdue amount (including any unpaid previously billed late payment charges).
- 9.3.1 In the event that a billing dispute is resolved in favor of the billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment charge as set forth herein.
- 9.3.2 In the event that a billing dispute is resolved in favor of the billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment charge as set forth herein.
- 9.4 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement. Neither Party shall initiate credit claims or bill the other Party for previously unbilled, under-billed or

over-billed charges for Services that were provided more than six (6) months prior to the applicable Invoice date or date on which a credit was claimed.

10. Confidentiality and Publicity

- 10.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms provided herein.
- 10.2 As used in this Section 10, Proprietary Information means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
 - 10.2.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
 - 10.2.2 Any forecasting information provided pursuant to this Agreement;
 - 10.2.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
 - 10.2.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 10.2.5 any information that is in written, graphic, recorded, machine readable, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary" with the appropriate owner corporation name, e.g., "Frontier Proprietary".; and
 - 10.2.6 Information disclosed orally or visually will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within ten (10) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

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

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

- 10.3.2 each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;
 - 10.3.3 it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and
 - 10.3.4 upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.
- 10.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.5 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:
- 10.5.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or
 - 10.5.2 was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or
 - 10.5.3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or
 - 10.5.4 is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or
 - 10.5.5 is approved for release by written authorization of the disclosing Party; or
 - 10.5.6 is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements; or
 - 10.5.7 is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.
- 10.6 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance

upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

- 10.7 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.
- 10.8 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.
- 10.9 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

11. Counterparts

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

12. Default

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

- 12.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

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

- 12.1.1 refuse additional applications for any service provided under this Agreement;
 - 12.1.2 refuse to complete any pending orders for additional services any time thereafter, and/or;
 - 12.1.3 on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Commission, to the person designated to receive such notice, discontinue the provision of existing services at any time thereafter.
- 12.2 If the non-breaching Party does not refuse additional applications for additional services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for services without further notice. If the non-breaching Party discontinues provision of the additional services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision

of services on the date specified in the thirty (30) days' notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of services without further notice.

- 12.3 Frontier reserves the right to refuse an application for additional services made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Emery, so long as Emery or any such entity is indebted to Frontier for services previously furnished, until the indebtedness is satisfied. In the event that services are provided to Emery or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Emery, such services may be terminated by Frontier unless Emery satisfies the indebtedness owing to Frontier within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by Emery to receive such notices.
- 12.4 If such material breach is for any failure to perform in accordance with this Agreement, other than for non-payment of amounts due hereunder, or if either Party is otherwise in violation of the law, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within sixty (60) days of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

13. Discontinuance of Service by Emery

- 13.1 If Emery proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, Emery shall send written notice of such discontinuance to Frontier, the Commission, and each of Emery's Customers. Emery 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, Emery shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 Such notice must advise each Emery Customer that unless action is taken by the Emery Customer to switch to a different carrier prior to Emery's proposed discontinuance of service, the Emery Customer will be without the service provided by Emery to the Emery Customer.
- 13.3 Should a Emery Customer subsequently become a Frontier Customer, Emery shall provide Frontier with all information necessary for Frontier to establish service for the Emery Customer, including, but not limited to, the Emery Customer's billed name, listed name, service address, and billing address, and the services being provided to the Emery Customer.
- 13.4 Nothing in this Section 13 shall limit Frontier's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

- 14.1 Except as otherwise provided in this Agreement, any default or dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. In the event that the Parties are unable to resolve a default or other dispute and upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 14.2 If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
- 14.3 Both Parties shall use the Dispute Resolutions procedures as described herein.
- 14.4 Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

15. Force Majeure

- 15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to the following:
- 15.1.1 Adverse weather conditions, flood, fire, explosion, earthquake, hurricane, cyclone, tornado, storm, pandemic, epidemic, volcanic action, breakdown of plant or power failure;
 - 15.1.2 Embargo, boycott, war, revolution, civil commotion, act of public enemies, terrorism, or blockade;
 - 15.1.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
 - 15.1.4 Labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts);
 - 15.1.5 Delays caused by other service or equipment vendors, inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party;
 - 15.1.6 Any other circumstance beyond the reasonable control of the Party affected and acts of God.

- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

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

17. Fraud

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

18. Good Faith Performance

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

19. Headings

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

20. Indemnification

- 20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's parents, subsidiaries, Affiliates, agents, servants, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.
- 20.2 Each Party will defend, indemnify, and hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Frontier or Emery under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the Indemnifying Party,
- 20.3 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and if requested by the Indemnifying Party, shall tender the defense of such claim, lawsuit or demand.
- 20.3.1 In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.
- 20.3.2 In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- 20.3.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.
- 20.4 Notwithstanding any other provisions of this Agreement, in the case of claims or loss alleged or incurred by an End User Customer of Emery arising out of or in connection with services provided to the End User Customer by Emery, Emery shall defend and indemnify Frontier and its officers, directors, employees and agents against any and all such claims or loss by Emery's End User Customers.

21. Insurance

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

- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, for claims that may arise out of or result from Emery's performance of this Agreement, whether performed by Emery or its subcontractor, or anyone for whose acts they may be held liable. Such insurance shall include coverage for bodily injury, property damage premises and operations, products and completed operations, contractual liability, personal and advertising injury, and coverage for explosion, collapse, and underground property damage (XCU), with limits of at least \$1,000,000 per occurrence, \$2,000,000 in the general aggregate, and \$2,000,000 in the aggregate for products and completed operations. Products and completed operations coverage shall be maintained for a minimum of two (2) years following the expiration or termination of this Agreement.
- 21.1.2 Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles, with a combined single limit for bodily injury and property damage of at least \$2,000,000 each accident, covering any automobile used and or operated by, or on behalf of Emery on Frontier's premises.
- 21.1.3 Umbrella or Excess Liability Insurance providing excess limits over the commercial general liability, business automobile liability, and employer's liability policies, with limits of at least \$10,000,000 for each occurrence. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.
- 21.1.4 Emery and its employees, agents or representatives do not have permission to access Frontier premises unless and until the Parties amend this Agreement for Collocation terms and conditions. At such time, Emery shall maintain, at its sole cost and expense, the following additional insurance:
 - 21.1.4.1 Workers' Compensation Insurance with coverage and limits complying with the statutory requirements of the jurisdiction in which the Collocation site is located, and Employer's Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. Such Workers' Compensation insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Citizens Telecommunications Company of Utah and Navajo Communications Co., Inc. and its subsidiaries in connection with any claim covered by the policy.
 - 21.1.4.2 All risk property insurance on a replacement cost basis for all of Emery's real and personal property located at any Collocation site or otherwise located on or in any Frontier premises (whether owned, leased or otherwise occupied by Frontier), facility, equipment or right-of-way. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Citizens Telecommunications Company of Utah and Navajo

Communications Co., Inc. and its subsidiaries in connection with any damage covered by the policy.

- 21.2 All such policies identified under this Section shall be issued by insurance companies authorized to do business in the State of Utah and with an A.M. Best Rating of A- VII or better.
- 21.3 Any deductibles, self-insured retentions or other similar obligations for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Frontier pursuant to Sections 21.5 and 21.6, and shall be the sole responsibility of Emery.
- 21.4 Emery shall name Citizens Telecommunications Company of Utah and Navajo Communications Co., Inc. and its subsidiaries, and any other entities as required by Frontier whose names have been provided to Emery in writing as additional insureds on the foregoing liability insurance except for Workers' Compensation and Employer's Liability. Such coverage shall be primary and non-contributory to any other insurance available to the additional insureds.
- 21.5 Emery shall, within two (2) weeks of the Effective Date hereof and at the time of each renewal of Emery's insurance policies, and at such other times as Frontier may reasonably specify, furnish certificate(s) of insurance of the foregoing insurance reasonably acceptable to Frontier. The certificates of insurance of the foregoing insurance shall be sent to: Contract Management, Frontier Communications, 7979 N. Belt Line Road, MC: S1C74, Irving, TX 75063.
- 21.6 Emery shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Frontier or Frontier's affiliates to maintain insurance in accordance with Sections 21.1 through 21.4 and, if requested, to furnish Frontier certificates insurance acceptable to Frontier in accordance with Section 21.5.
- 21.7 Failure of Emery or Emery's contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.6, above, shall be deemed a material breach of this Agreement.
- 21.8 Certificates furnished by Emery or Emery's contractors shall contain a clause stating: "Citizens Telecommunications Company of Utah and Navajo Communications Co., Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."
- 21.9 All insurance must be in effect on or before the occupancy date and shall remain in force as long as Emery's facilities remain within any spaces governed by this Agreement. If Emery fails to maintain the coverage, shall be deemed a material breach of this Agreement.
- 21.10 The obligation to insure imposed by this Section shall not relieve Emery of any obligations imposed upon it by other Sections of this Agreement. Neither the insurance required nor the amount of type of insurance maintained by Emery shall limit or affect the extent of Emery's liability hereunder for injury, death or loss or damage.

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 Emery agrees that the Services provided by Frontier hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Frontier and Frontier's vendors. Frontier agrees to advise Emery, directly or through a third party, of any such terms, conditions or restrictions that may limit any Emery use of a Service provided by Frontier that is otherwise permitted by this Agreement. At Emery's written request, to the extent required by Applicable Law, Frontier will use Frontier's best efforts, as commercially practicable, to obtain intellectual property rights from Frontier's vendor to allow Emery to use the Service in the same manner as Frontier that are coextensive with Frontier's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Frontier has obtained Frontier's intellectual property rights. Emery shall reimburse Frontier for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement

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

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

- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Limitation of Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.4, the liability, if any, of a Party, a Party's parents, subsidiaries, Affiliates, agents, servants, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 EXCEPT AS OTHERWISE STATED IN SECTIONS 25.2 AND 25.4, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH A SERVICE FAILURE OR ANY BREACH, DELAY OR FAILURE IN PERFORMANCE OF THIS AGREEMENT). NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR LIKE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.
- 25.4 Nothing contained in Sections 25.1 through 25.3 shall exclude or limit liability:
 - 25.4.1 under Sections 20, Indemnification, or 42, Taxes.

- 25.4.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
- 25.4.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
- 25.4.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
- 25.4.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
- 25.4.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.5 In the event that the liability of a Party, a Party's parents, subsidiaries, Affiliates, agents, servants, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.6 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall either Party, its parents, subsidiaries, Affiliates, agents, servants, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.
- 25.7 No liability shall attach to either Party, its parents, subsidiaries, Affiliates, agents, servants or the directors, officers or employees of the other Party for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Emery and Frontier will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ

characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

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

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

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

- 26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Frontier's standard procedures for isolating and clearing the outage or trouble. For additional information on Frontier procedures, go to <https://wholesale.frontier.com/wholesale/> under Systems and Online Tools, then Trouble Administration. Emery contacts for outage and repair will be provided to Frontier.

- 26.5 Testing and Trouble Responsibilities. The Parties agree to:

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

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

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

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

- 26.5.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.
- 26.5.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day, 7 days a week.
- 26.5.7 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.
- 26.5.8 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:
 - 26.5.8.1 No trouble is found in the Interconnection trunks; or
 - 26.5.8.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 - 26.5.8.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.
 - 26.5.8.4 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.
 - 26.5.8.5 Billing for maintenance service is based on Frontier's respective tariff.

27. Non-Exclusive Remedies

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

28. Notice of Network Changes

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

29. Notices

- 29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:
- 29.1.1 shall be in writing;
- 29.1.2 shall be delivered (a) personally, (b) by express delivery service with 2-day or next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and
- 29.1.3 shall be delivered to the following addresses of the Parties:

To Emery:

Blackburn & Stoll, LC
Kira Slawson, Attorney
257 East 200 South, Suite 800
Salt Lake City, UT 84111-2048
Telephone: 801-578-3578
Facsimile: 801-578-3579
Email Address: kslawson@blackburn-stoll.com

To Frontier:

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

with a copy to:

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

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

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

30. Ordering and Maintenance

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

31. Performance Standards

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

32. Point of Contact for Emery Customers

- 32.1 Emery shall establish telephone numbers and mailing addresses at which Emery Customers may communicate with Emery and shall advise Emery Customers of these telephone numbers and mailing addresses.
- 32.2 Except as otherwise agreed to by Frontier, Frontier shall have no obligation, and may decline, to accept a communication from a Emery Customer, including, but not limited to, a Emery Customer request for repair or maintenance of a Frontier Service provided to Emery.

33. Predecessor Agreements

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
 - 33.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of Utah 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 State of Utah pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.
- 33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

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

34. Publicity and Use of Trademarks or Service Marks

- 34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

- 35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Frontier or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors, and not as the agent, employee, or servant of the other Party, and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party, or any personnel furnished by such Party, the employee or agent of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest. Neither Party may be entitled to any benefits available under any plans for such other Party's employees.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise

expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors as is consistent with and necessary to preserve its independent contractor status. Each Party shall be solely responsible for all matters relating to payment of its employees including compliance with Social Security, withholding or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, and for worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.
- 36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

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

38. Service to End User

- 38.1 Emery will be the End User of Record for all services purchased from Frontier. Except as otherwise specified herein, Frontier will only take orders from, bill and expect payment from Emery for all services. Emery will be Frontier's single point of contact for all services purchased pursuant to this Agreement.
- 38.2 Subject to Section 32, Frontier will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Frontier.

- 38.3 Frontier maintains the right to actively market and serve directly any End User within Frontier's serving area. Frontier will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Emery.
- 38.4 Service is furnished subject to the condition that it will not be used for any unlawful purpose. Frontier may refuse to provide service to Emery when it has reasonable grounds to believe that service will be used in violation of the law, including, but not limited to, Section 24,
- 38.5 Subject to Section 24, service will be discontinued by Frontier if any law enforcement agency advises that the service is being used in violation of the law.
- 38.6 Subject to Section 26, Frontier may refuse to provide service to Emery when it has reasonable grounds to believe that service will jeopardize the reliability or efficiency of Frontier's network or interferes with or prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to End Users.
- 38.7 Subject to Section 30, Emery will be the single point of contact with Frontier for all subsequent ordering activity resulting in additions or changes to services except that Frontier will accept a request directly from the End User for conversion of the End User's service from Emery to Frontier or will accept a request from another carrier for conversion of the End User's service from Emery to the other carrier.

39. Subcontractors

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

40. Successors and Assigns

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

41. Survival

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

42. Tariffs

References to tariffs throughout this Agreement shall be to the currently effective Tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain Frontier services or Tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or

provision of such Tariff shall be deemed to refer to the service description or publicly posted notice, price guide(s) and or service guide(s) related to that service.

43. Taxes

- 43.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.
- 43.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.
- 43.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.
- 43.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 43.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 43.5 Liability for Uncollected Tax, Interest and Penalty.
- 43.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the

Purchasing Party for any Tax as required by Section 43, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.

- 43.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 43.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.
- 43.5.3 If the Providing Party does not collect any Tax as required by Section 43 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.
- 43.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 43.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.
- 43.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 43.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 43.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 43.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 42, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service

providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Emery:

Darren L Woolsey, CFO
PO Box 629
Orangeville, UT 84537-0629

To Frontier:

Frontier Communications
Tax Department
401 Merritt 7
Norwalk, CT 06851

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

44. Technology Upgrades

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

45. Territory

- 45.1 This Agreement applies to the territory in which Frontier operates as an Incumbent Local Exchange Carrier in the State of Utah. Frontier shall be obligated to provide Services under this Agreement only within this territory.
- 45.2 Notwithstanding any other provision of this Agreement, Frontier may terminate this Agreement as to a specific operating territory or portion thereof if Frontier sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Frontier shall provide Emery with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

46. Third Party Beneficiaries

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

47. 252(i) Obligations

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

48. Use of Service

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

49. Waiver

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

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

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

50. Disclaimer of Warranties

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

51. Withdrawal of Services

51.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Frontier may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to Emery.

SIGNATURE PAGE

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

**EMERY TELECOMMUNICATIONS & VIDEO, INC.
E FIBER SAN JUAN, LLC
E FIBER MOAB, LLC**

**CITIZENS TELECOMMUNICATIONS COMPANY
OF UTAH
NAVAJO COMMUNICATIONS CO., INC.**

By: *Brock Johansen*

By: *Roderick Cameron*
Roderick Cameron (Oct 19, 2021 16:41 EDT)

Printed: Brock Johansen

Printed: Roderick Cameron

Title: CEO

Title: VP, Carrier Services

Date: Oct 19, 2021

Date: Oct 19, 2021

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.1 through 1.3 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

- 2.1 Access Services.

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

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

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

Shall have the meaning set forth in the Act.
- 2.5 Agent.

An agent or servant.

2.6 Agreement.

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

2.7 Ancillary Traffic.

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

2.8 Applicable Law.

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

2.9 ATIS.

The Alliance for Telecommunications Industry Solutions.

2.10 Automatic Location Identification (ALI) Database.

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

2.11 Automatic Number Identification (ANI).

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

2.12 Business Day.

Monday through Friday, except for holidays observed by Frontier.

2.13 Calendar Quarter.

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

2.14 Calendar Year.

January through December.

2.15 Call Back Number.

A telephone number that can be used by the PSAP to re-contact the location from which a 9-1-1/E9-1-1 Call was placed. The telephone number may or may

not be the telephone number of the station used to originate the 9-1-1/E9-1-1 Call.

2.16 CCS (Common Channel Signaling).

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

2.17 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.

2.18 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).

2.19 CLLI Code.

Common Language Location Identifier Codes.

2.20 Commission.

State of Utah Public Service Commission.

2.21 Competitive Local Exchange Carrier (CLEC).

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

2.22 Controlling 9-1-1 Authority.

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

2.23 Calling Party Number CPN.

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

2.24 Customer.

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

2.25 Customer Proprietary Network Information (CPNI).

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

2.26 Designated PSAP.

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

2.27 Digital Signal Level 0 (DS0).

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

2.28 Digital Signal Level 1 (DS1).

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

2.29 Digital Signal Level 3 (DS3).

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

2.30 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.

2.31 End User.

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

2.32 End User Location.

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

2.33 End User of Record.

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

2.34 Exchange Access.

Shall have the meaning set forth in the Act.

2.35 Exchange Message Interface (EMI).

Standard used for the interexchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in ATIS/OBF-EMI—016, an Alliance

Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records. SR-320 published by ATIS.

2.36 Extended Local Calling Scope Arrangement.

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

2.37 FCC.

The Federal Communications Commission.

2.38 FCC Internet Orders.

The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the "April 18, 2001 FCC Internet Order"); , (b) Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (adopted November 5, 2008) (hereinafter the "November 5, 2008 FCC Internet Order"); and, (c) USF/ICC Transformation Order FCC 11-161 (adopted October 27, 2011).

2.39 FCC Regulations

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

2.40 FNID (Fiber Network Interface Device).

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

2.41 Incumbent Local Exchange Carrier (ILEC).

Shall have the meaning set forth in the Act.

2.42 Information Access.

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

information services, including a provider of Internet access or Internet transmission services.

2.43 Interconnection.

Shall have the meaning set forth in the Act.

2.44 Interconnection Wire Center.

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

2.45 Internet Service Provider Bound Traffic (ISP-Bound Traffic).

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

2.46 Internet Traffic.

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

2.47 InterLATA.

Shall have the meaning set forth in the Act.

2.48 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.49 Interexchange Carrier (IXC).

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

2.50 LIDB (Line Information Data Base).

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

2.51 Local Access and Transport Area (LATA).

Shall have the meaning set forth in the Act.

2.52 Local Exchange Carrier (LEC).

Shall have the meaning set forth in the Act.

2.53 Local Exchange Routing Guide (LERG).

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

2.54 Local Service Provider Guide (the "Guide").

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

2.55 Local Service Request (LSR).

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

2.56 Local Traffic.

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

2.57 Maintenance Control Office.

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

2.58 Mobile Wireless Services.

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

2.59 Multiple Exchange Carrier Access Billing (MECAB).

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

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

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECOD document, published by ATIS as "ATIS/OBF-MECOD", as revised from time to

time, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.61 North American Numbering Plan (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as the area code), followed by a 3-digit NXX Code and 4-digit line number.

2.62 9-1-1/E9-1-1 Call(s).

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

2.63 9-1-1/E9-1-1 Service Provider.

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

2.64 Non-Revertive.

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

2.65 Numbering Plan Area (NPA).

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

2.66 NPA/NXX.

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

2.67 NXX, NXX Code, or Central Office Code.

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

2.68 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).

2.69 Originating Switched Access Detail Usage Data.

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

2.70 Other Carriers

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

2.71 Percent Interstate Usage (PIU).

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding ISP-Bound Traffic) by the total number of minutes of interstate and intrastate traffic. $\left(\frac{\text{Interstate Traffic Total Minutes of Use (excluding ISP-Bound Traffic Total Minutes of Use)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$.

2.72 Percent Local Usage (PLU).

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and ISP-Bound Traffic by the combined total number of minutes of intrastate traffic and ISP-Bound Traffic. $\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{ISP-Bound Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{ISP-Bound Traffic Total Minutes of Use}} \right) \times 100$.

2.73 Point of Interconnection (POI).

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

2.74 Primary Reference Source.

Equipment that provides a timing signal to synchronize network elements.

2.75 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.

- 2.76 Providing Party.
- A Party offering or providing a Service to the other Party under this Agreement.
- 2.77 PSAP.
- Public Safety Answering Point.
- 2.78 Purchasing Party.
- A Party requesting or receiving a Service from the other Party under this Agreement.
- 2.79 Rate Center Area.
- The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.
- 2.80 Rate Center Point.
- A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection".
- 2.81 Rate Demarcation Point.
- The physical point in a Frontier provided network facility at which Frontier's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, Frontier's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.
- 2.82 Reciprocal Compensation.
- The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, applicable FCC orders/FCC Regulations and the USF/ICC Transformation Order, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).
- 2.83 Reciprocal Compensation Traffic.
- Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be

based upon Frontier's local calling areas as defined by the Commission or Frontier's tariff. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Frontier local calling area as defined by the Commission or Frontier's Tariff, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Transit Service; (7) Voice Information Service Traffic (as defined in Section 4 of the Additional Services Attachment); or, (8) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment). For the purposes of this definition, a Frontier local calling area includes a Frontier non-optional Extended Local Calling Scope Arrangement as listed in the Frontier tariff but does not include a Frontier optional Extended Local Calling Scope Arrangement.

2.84 Routing Point.

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

2.85 Service.

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

2.86 SS7 (Signaling System 7).

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

2.87 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8YY access, and 900 access.

2.88 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.

2.89 Tariff.

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

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

2.90 Telcordia Technologies.

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

2.91 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.92 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.93 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.94 Terminating Switched Access Detail Usage Data.

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

2.95 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.

2.96 Toll Traffic.

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

2.97 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.

2.98 Transit Service.

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

2.99 Trunk Side.

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

2.100 V&H Coordinate.

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

2.101 Voice Grade.

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

2.102 Wire Center.

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

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

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

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

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act and Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy R166 issued 12-28-2015 published 12-28-2015

3. Directory Listing and Distribution Services

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

- 3.1 Emery agrees to provide to Frontier or its publisher, as specified by Frontier, all subscriber list information (including additions, changes and deletions) for Emery's End Users and those of any resellers of Emery services, located within Frontier's operating areas at no charge to Frontier. It is the responsibility of Emery to submit directory listings in the prescribed manner to Frontier prior to the directory listing publication cut-off date, which is posted at <https://wholesale.frontier.com/wholesale/> under Directory Services then Publication Schedule.
- 3.2 Frontier will include Emery's End User primary listings in the appropriate sections of its telephone directories (residence and business listings). Listings of Emery's End Users will be inter-filed with listings of Frontier's End Users and the End Users of other LECs, in the local section of Frontier's directories.
- 3.3 Emery will identify any of these subscribers that are "non-published" End Users. Emery will provide Frontier with the directory information for all its End Users in the format specified in the job aids which are posted at <https://wholesale.frontier.com/wholesale/> under Directory Services then Directory Listing Training/Job Aids. Subscriber list information will include the End User's name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Frontier including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Frontier the ability to identify listing ownership. Emery will provide all subscriber listings at no charge to Frontier or its publisher.
- 3.4 Emery's End Users standard primary listing information in the telephone directories will be provided at no charge.
- 3.5 Emery is responsible for all listing questions and contacts with its End Users including but not limited to queries, complaints, account maintenance, privacy requirements and services. Emery will provide Frontier with appropriate internal contact information to fulfill these requirements.

- 3.6 Frontier will accord Emery directory listing information the same level of confidentiality, which Frontier accords its own directory listing information. Emery grants Frontier full authority to provide Emery subscriber listings, excluding non-published telephone numbers, to other directory publishers and will indemnify Frontier and its publisher from and against any liability resulting from the provisioning of such listings. In exchange for Frontier providing this subscriber list service, Frontier will charge, bill, collect and retain any monies derived from the sale of Emery listings to other directory publishers.
- 3.7 Frontier will distribute its telephone directories to Emery's End Users in a manner similar to the way it provides those functions for its own End Users in Frontier's service territory. For Emery End Users whose listings are not maintained in a Frontier database, Emery shall provide the information needed for the distribution of listings in book form to such End Users.
- 3.8 Emery will adhere to all practices, standards, and ethical requirements of Frontier with regard to listings, and, by providing Frontier with listing information, warrants to Frontier that Emery has the right to place such listings on behalf of its End Users. Emery agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. Emery shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information and for supplying Frontier with applicable listing information. In addition, Emery agrees to release, defend, hold harmless and indemnify Frontier from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Frontier's listing of the information provided by Emery hereunder.
- 3.9 Frontier's liability to Emery in the event of a Frontier error in or omission of a listing will not exceed the amount of charges actually paid by Emery for such listing. In addition, Emery agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Frontier's liability to Emery's End Users in the event of a Frontier error in or omission of a listing will be subject to the same limitations that Frontier's liability to its own End Users are subject to.

4. Voice Information Service Traffic

- 4.1 For purposes of this Section 4, (a) Voice Information Service means a service that provides (i) recorded voice announcement information or (ii) a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Interconnection Attachment.
- 4.2 Emery shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Frontier's network. In the event Emery exercises such option, Emery will establish, at its own expense, a dedicated trunk group to the Frontier Voice Information Service serving switch. This trunk group will be utilized to allow Emery to route Voice Information Service Traffic originated on its network

to Frontier. For such Voice Information Service Traffic, unless Emery has entered into a written agreement with Frontier under which Emery will collect from Emery's Customer and remit to Frontier the Voice Information Service provider's charges, Emery shall pay to Frontier without discount any Voice Information Service provider charges billed by Frontier to Emery. Emery shall pay Frontier such charges in full regardless of whether or not Emery collects such charges from its own Customer.

5. Transfer of Service

- 5.1 Coordination of Transfer of Service. To serve the public interest of End Users, the Parties agree that, when an End User transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.
- 5.2 Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Frontier may describe some of these procedures in its Guide. Reference to Frontier Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described herein. If any provision contained in this Agreement and the Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall apply.
- 5.3 Coordinated Transfer of Service Activities. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday excluding holidays. Frontier may charge Emery for the coordinated transfer of service activities scheduled outside of the specified hours in accordance with Frontier's tariff.
- 5.4 Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each End User initiating transfer of service from one Party to the other Party if necessary. The Party obtaining the LOA from the End User will furnish it to the other Party upon a complaint from a third party. The Party obtaining the LOA shall maintain the document according to FCC rules. If there is a conflict between an End User and Emery regarding the disconnection or provision of services, Frontier will honor the latest dated Letter of Authorization. If the End User's service has not been disconnected and services have not yet been established, Emery will be responsible to pay the applicable service order charge for any order it has placed. If the End User's service has been disconnected and the End User's service is to be restored with Frontier, Emery will be responsible to pay the applicable nonrecurring charges as set forth in Frontier applicable tariff to restore the End User's prior service with Frontier.
- 5.5 Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement, where transfer of service announcement capability is available, on the vacated telephone number. This

announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided, where available, by the Party formerly providing service to the extent and at the price specified in the applicable Frontier tariff.

- 5.6 Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. When an End User changes service from one Party to the other Party and the End User retains his or her original telephone number(s), the Party from which the End User is transferring will honor requests for disconnection and local number portability, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring will provide the other Party the End User's name, address, current telephone number, and the Location Routing Number (LRN) for LNP, and the date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnection, the connection, and number portability activities in accordance with the North American Numbering Council (NANC) flows.
- 5.7 Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.
- 5.8 Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for End Users having the same billing account number.
- 5.9 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment 7, Pricing.
- 5.10 Service Date Modifications/ Carrier Not Ready. Emery may request a change in due date at least 24 hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via firm order commitment (FOC). Supplemental order charges are listed in Attachment 7, Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, Emery will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required, and associated charges will apply. These charges will apply on a per occurrence basis.

6. Originating Line Number Screening (OLNS)

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

7. Operations Support Systems (OSS) Services

- 7.1 Frontier Operations Support Systems (OSS): Frontier systems for pre-ordering, ordering/provisioning, trouble reporting, maintenance, and billing. Frontier provides various systems and online tools to assist with ordering services and viewing account activities. For access, go to <https://wholesale.frontier.com/wholesale/> under Getting Started and Systems/Online Tools.
- 7.2 Frontier OSS Services: Access to Frontier OSS functions. The term "Frontier OSS Services" includes, but is not limited to: (a) Frontier's provision of Emery Usage Information to Emery pursuant to Section 7.6 of this Attachment; and, (b) "Frontier OSS Information", as defined in Section 7.4 of this Attachment.
- 7.2.1 Upon request by Emery, Frontier shall provide to Emery Frontier OSS Services. Such Frontier OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.
- 7.2.2 Subject to the requirements of Applicable Law, Frontier Operations Support Systems, Frontier OSS functions, Frontier OSS Facilities, Frontier OSS Information, and the Frontier OSS Services that will be offered by Frontier, shall be as determined by Frontier. Subject to the requirements of Applicable Law, Frontier shall have the right to change Frontier Operations Support Systems, Frontier OSS functions, Frontier OSS Facilities, Frontier OSS Information, and the Frontier OSS Services, from time-to-time, without the consent of Emery.
- 7.2.3 To the extent required by Applicable Law, in providing Frontier OSS Services to Emery, Frontier will comply with Frontier's applicable OSS Change Management Process, as modified from time-to-time, including, but not limited to, the provisions related notification of changes in Frontier OSS Services. Frontier's OSS Change Management Process can be found at <https://wholesale.frontier.com/wholesale/> under OSS Interface Change Management.
- 7.3 Access to and Use of Frontier OSS Facilities: Frontier OSS Facilities are any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Frontier to provide Frontier OSS Services to Emery.
- 7.3.1 Frontier OSS Facilities may be accessed and used by Emery only to the extent necessary for Emery's access to and use of Frontier OSS Services pursuant to this Agreement.
- 7.3.2 Frontier OSS Facilities may be accessed and used by Emery only to provide Telecommunications Services to Emery Customers.
- 7.3.3 Emery shall restrict access to and use of Frontier OSS Facilities to Emery. This Section 7 does not grant to Emery any right or license to grant sublicenses to other persons, or permission to other persons (except Emery's employees, agents and contractors, in accordance with Section 7.3.7 of this Attachment), to access or use Frontier OSS Facilities.
- 7.3.4 Emery shall not (a) alter, modify or damage the Frontier OSS Facilities (including, but not limited to, Frontier software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Frontier

OSS Facilities, or (c) obtain access through Frontier OSS Facilities to Frontier databases, facilities, equipment, software, or systems, which are not offered for Emery's use under this Section 7.

- 7.3.5 Emery shall comply with all practices and procedures established by Frontier for access to and use of Frontier OSS Facilities (including, but not limited to, Frontier practices and procedures with regard to security and use of access and user identification codes).
- 7.3.6 All practices and procedures for access to and use of Frontier OSS Facilities, and all access and user identification codes for Frontier OSS Facilities: (a) shall remain the property of Frontier; (b) shall be used by Emery only in connection with Emery's use of Frontier OSS Facilities permitted by this Section 7; (c) shall be treated by Emery as Confidential Information of Frontier pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Emery to Frontier upon the earlier of request by Frontier or the expiration or termination of this Agreement.
- 7.3.7 Emery's employees, agents and contractors may access and use Frontier OSS Facilities only to the extent necessary for Emery's access to and use of the Frontier OSS Facilities permitted by this Agreement. Any access to or use of Frontier OSS Facilities by Emery's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 7.4.3.2 of this Attachment.
- 7.4 Frontier OSS Information: Any information accessed by, or disclosed or provided to, Emery through or as a part of Frontier OSS Services. The term "Frontier OSS Information" includes, but is not limited to: (a) any Customer Information related to a Frontier Customer or a Emery Customer accessed by, or disclosed or provided to, Emery through or as a part of Frontier OSS Services; and, (b) any Emery Usage Information (as defined in Section 7.6 of this Attachment) accessed by, or disclosed or provided to, Emery.
 - 7.4.1 Subject to the provisions of this Section 7, in accordance with, but only to the extent required by, Applicable Law, Frontier grants to Emery a non-exclusive license to use Frontier OSS Information.
 - 7.4.2 All Frontier OSS Information shall at all times remain the property of Frontier. Except as expressly stated in this Section 7, Emery shall acquire no rights in or to any Frontier OSS Information.
 - 7.4.3 The provisions of this Section 7.4.3 shall apply to all Frontier OSS Information, except (a) Emery Usage Information, (b) CPNI of Emery, and (c) CPNI of a Frontier Customer or a Emery Customer, to the extent the Customer has authorized Emery to use the CPNI.
 - 7.4.3.1 Frontier OSS Information may be accessed and used by Emery only to provide Telecommunications Services to Emery Customers.
 - 7.4.3.2 Emery shall treat Frontier OSS Information that is designated by Frontier, through written or electronic notice

(including, but not limited to, through the Frontier OSS Services), as “Confidential” or “Proprietary” as Confidential Information of Frontier pursuant to Section 10 of the General Terms and Conditions.

- 7.4.3.3 Except as expressly stated in this Section 7, this Agreement does not grant to Emery any right or license to grant sublicenses to other persons, or permission to other persons (except Emery’s employees, agents or contractors, in accordance with Section 7.4.3.4 of this Attachment), to access, use or disclose Frontier OSS Information.
- 7.4.3.4 Emery’s employees, agents and contractors may access, use and disclose Frontier OSS Information only to the extent necessary for Emery’s access to, and use and disclosure of, Frontier OSS Information permitted by this Section 7. Any access to, or use or disclosure of, Frontier OSS Information by Emery’s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions of this Attachment.
- 7.4.3.5 Emery’s license to use Frontier OSS Information shall expire upon the earliest of: (a) the time when the Frontier OSS Information is no longer needed by Emery to provide Telecommunications Services to Emery Customers; (b) termination of the license in accordance with this Section 7; or (c) expiration or termination of this Agreement.
- 7.4.3.6 All Frontier OSS Information received by Emery shall be destroyed or returned by Emery to Frontier, upon expiration, suspension or termination of the license to use such Frontier OSS Information.
- 7.4.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 7 (including, but not limited to, Section 2.2 of the General Terms and Conditions Section of this Agreement), Emery’s access to Frontier OSS Information through Frontier OSS Services shall terminate upon the expiration or termination of this Agreement.
- 7.4.5 Audits.
 - 7.4.5.1 Frontier shall have the right (but not the obligation) to audit Emery to ascertain whether Emery is complying with the requirements of Applicable Law and this Agreement with respect to Emery’s access to, and use and disclosure of, Frontier OSS Information.
 - 7.4.5.2 Without in any way limiting any other rights Frontier may have under this Agreement or Applicable Law, Frontier shall have the right (but not the obligation) to monitor Emery’s access to and use of Frontier OSS Information which is made available by Frontier to Emery pursuant to this Agreement, to ascertain whether Emery is complying with the requirements of Applicable Law and this Agreement,

with regard to Emery's access to, and use and disclosure of, such Frontier OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Emery's access to and use of Frontier OSS Information which is made available by Frontier to Emery through Frontier OSS Facilities.

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

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

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

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

7.7 Liabilities and Remedies.

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

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

7.8 Relation to Applicable Law.

- 7.8.1 The provisions of Sections 7.3, 7.4 or 7.7 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Frontier of any right with regard to protection of the confidentiality of the information of Frontier or Frontier Customers provided by Applicable Law.
- 7.9 Cooperation.
 - 7.9.1 Emery, at Emery's expense, shall reasonably cooperate with Frontier in using Frontier OSS Services. Such cooperation shall include, but not be limited to, the following:
 - 7.9.2 Emery shall reasonably cooperate with Frontier in submitting orders for Frontier Services and otherwise using the Frontier OSS Services, in order to avoid exceeding the capacity or capabilities of such Frontier OSS Services.
 - 7.9.3 Emery shall participate in cooperative testing of Frontier OSS Services and shall provide assistance to Frontier in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Frontier OSS Services.
- 7.10 Frontier Access to Information Related to Emery Customers.
 - 7.10.1 Frontier shall have the right to access, use and disclose information related to Emery Customers that is in Frontier's possession (including, but not limited to, in Frontier OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Emery Customer in the manner required by Applicable Law.
 - 7.10.2 Upon request by Frontier, and subject to Emery's ability to provide access, Emery shall negotiate in good faith and enter into a contract with Frontier, pursuant to which Frontier may obtain access to Emery's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Frontier to obtain information related to Emery Customers (as authorized by the applicable Emery Customer), to permit Customers to transfer service from one Telecommunications Emery to another, and for such other purposes as may be permitted by Applicable Law.

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

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

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

9. 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 allowed under the FCC rules. 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.

10. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of Utah a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with Emery 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.

INTERCONNECTION ATTACHMENT

1. Interconnection Trunking Arrangements

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

2. Points of Interconnection and Trunk Types

- 2.1 Point(s) of Interconnection.
- 2.1.1 Each Party, will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Frontier be required to modify its network to accommodate the Interconnection request made by Emery, Emery agrees to pay Frontier reasonable charges for such modifications, subject to Emery's approval of charges prior to the commencement of any work related to such modifications. If Emery uses a third-party network to reach the POI, Emery will bear all third-party carrier charges for facilities and traffic in both directions on its side of the POI.
- 2.2 Trunk Types.
- 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:
- 2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll-free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Transit Service, and ISP-Bound Traffic, all in accordance with Sections 5 through 8 of this Attachment;
- 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll-free service access code (e.g., 800/888/877) traffic, between Emery Telephone Exchange Service Customers and purchasers of Switched Exchange Access

Service via a Frontier access Tandem in accordance with Sections 10 through 12 of this Attachment; and

- 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll-free service access code (e.g. 800/888/877) traffic.
- 2.2.1.4 For all FGD and un-queried 8YY traffic, originated by Emery, Emery agrees to provide Frontier with applicable meet point billing records.
- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 9-1-1/E9-1-1 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).
 - 2.2.2.1 Connecting Emery's switch to the applicable E9-1-1 routers. If Emery purchases such services from Frontier, they will be provided at full applicable tariff rates. For all 9-1-1/E9-1-1 traffic originating from Emery, it is the responsibility of Emery and the appropriate state or local public safety answering agency to negotiate the manner in which 9-1-1/E9-1-1 traffic from Emery will be processed.
- 2.2.3 Emery shall establish, at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Frontier Tandem in a LATA with a subtending End Office(s) to which Emery originates calls for Frontier to terminate.
- 2.2.4 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.
 - 2.2.4.1 In the event the volume of traffic between a Frontier End Office and a technically feasible Point of Interconnection on Frontier's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month, Emery shall promptly submit an ASR to Frontier to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Frontier End Office and the technically feasible Point of Interconnection on Frontier's network.
 - 2.2.4.2 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a

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

2.3 Two-Way Interconnection Trunks.

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

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

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

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

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

2.3.4 In the event Frontier discontinues copper facilities in a location where Emery has existing copper facilities, the Parties shall mutually agree on the conversion process and project intervals for transitioning of such copper facilities to fiber.

- 2.3.5 In addition to the forecasting requirements described in Section 15.2, on a semi-annual basis, Emery shall submit a good faith forecast to Frontier of the number of End Office and Tandem Two-Way Interconnection Trunks that Emery anticipates Frontier will need to provide during the ensuing two (2) year period for the exchange of traffic between Emery and Frontier. Emery's trunk forecasts shall conform to the Frontier Trunk Forecast template at <https://wholesale.frontier.com/wholesale/> under Access Services, then Access Reference Documents. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.
- 2.3.5.1 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.
- 2.3.6 The Parties shall meet from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.3.7 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and Emery will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.
- 2.3.8 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.3.9 Two-Way Interconnection Trunk groups that connect to a Frontier access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Frontier local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Frontier and Emery shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.3.10 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.3.11 Emery shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design

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

- 2.3.12 Frontier may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Frontier observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and Emery has not notified Frontier that it has corrected such blocking, Frontier may submit to Emery a Trunk Group Service Request directing Emery to remedy the blocking. Upon receipt of a Trunk Group Service Request, Emery will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Frontier within five (5) Business Days.
- 2.3.13 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Emery will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Emery will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event Emery fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Frontier may disconnect the excess Interconnection Trunks or bill (and Emery shall pay) for the excess Interconnection Trunks at the applicable Frontier rates.
- 2.3.14 Because Frontier will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and Emery's network, Frontier's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 2.3.15 Emery will route its traffic to Frontier over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from Emery to a Frontier End Office will first be routed to the End Office

Interconnection Trunk group between Emery and the Frontier End Office.

3. Alternative Interconnection Arrangements

3.1 Fiber Meet Arrangement Provisions.

- 3.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3 and (b) neither Emery nor any of Emery's affiliates has an overdue balance on any bill rendered to Emery or Emery's affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement, the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.
- 3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, Frontier shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.
- 3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of only the following traffic types (over the Interconnection Trunks):

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

3.1.3.4 Tandem Transit Traffic; and

3.1.3.5 ISP-Bound Traffic.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 through 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, the tandem owner shall charge (and the other Party shall pay) the tandem owner's applicable rates and charges as set forth in the Agreement and the tandem owner's applicable Tariffs, including transport charges to the terminating Tandem.

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

- 3.1.4.1 Operator services traffic from Emery's Telephone Exchange Service Customers to an operator services provider over operator services trunks;
- 3.1.4.2 Directory assistance traffic from Emery's Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;
- 3.1.4.3 9-1-1 traffic from Emery's Telephone Exchange Service Customers to Tandem Office(s)/Selective Router(s) over 9-1-1/E9-1-1 trunks; and
- 3.1.4.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll-free service access code (e.g., 800/888/877) traffic, between Emery's Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Frontier access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of any traffic of the types set forth in this Section 3.1.4 Frontier may bill (and Emery shall pay) Frontier's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in

Sections 3.1.3 and/or 3.1.4 of this Interconnection Attachment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.

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

4. Initiating Interconnection

- 4.1 If Emery determines to offer Telephone Exchange Services and to interconnect with Frontier in any LATA in which Frontier also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, Emery shall provide written notice to Frontier.
- 4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Frontier's network to be established in the relevant LATA in accordance with this Agreement; (c) Emery's intended Interconnection activation date; (d) a forecast of Emery's trunking requirements conforming to Section 15.2 of this Attachment; and (e) such other information as Frontier shall reasonably request in order to facilitate Interconnection.
- 4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated above. Within ten (10) Business Days of Frontier's receipt of Emery's notice provided for in Section 4.1 of this Attachment, Frontier and Emery shall confirm the technically feasible Point of Interconnection on Frontier's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

- 5.1 Scope of Traffic.

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

- 5.2 Trunk Group Connections and Ordering.

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

5.2.2 When Interconnection Trunks are provisioned using a DS3 interface facility, if Emery orders the multiplexed DS3 facilities to a Frontier Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the

LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

- 5.2.3 Each Party will identify its Carrier Identification Code, a three- or four-digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 5.2.4 For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.
- 5.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

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

5.4 Signaling.

- 5.4.1 Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.
- 5.4.2 Each Party shall have the capability to exchange signaling messages to facilitate full interoperability of all SS7 or other signaling features, as applicable.
- 5.4.3 The Parties shall cooperate fully and shall use commercially reasonable efforts to obtain cooperation from any underlying carrier in the downstream/egress call processing in investigating any issues relating to the processing or delivery of call signaling information.

5.5 Grades of Service.

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

5.6 Call Routing Restrictions.

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

5.7 Abnormal Traffic Patterns.

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

6. Traffic Measurement and Billing over Interconnection Trunks

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

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

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

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

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

Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll-free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

- 6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 6.5 If and, to the extent that, a Emery Customer receives V/FX Traffic, Emery shall promptly provide notice thereof to Frontier (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Frontier Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Frontier's Customers to such Emery Customers.

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

- 7.1 Reciprocal Compensation. The Parties agree to exchange Reciprocal Compensation traffic on a bill and keep basis in accordance with the USF/ICC Transformation Order as such order may be revised, reconsidered, modified or changed in the future. For clarity, Reciprocal compensation rates were reduced to zero, effective July 1, 2018 pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.
- 7.2 Traffic Not Subject to Reciprocal Compensation.
 - 7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.
 - 7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
 - 7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.
 - 7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.
 - 7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

- 7.2.6 Reciprocal Compensation shall not apply to Transit Service.
- 7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a Party's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. Emery shall pay Frontier's originating access charges for all V/FX Traffic originated by a Frontier Customer, and Emery shall pay Frontier's terminating access charges for all V/FX Traffic originated by a/an Emery Customer. Frontier shall pay Emery's originating access charges for all V/FX Traffic originated by an Emery Customer, and Frontier shall pay Emery's terminating access charges for all V/FX Traffic originated by a Frontier Customer.

8. Prohibited Traffic

- 8.1 The Parties will perform Robocall Traceback Mitigation in accordance with effective FCC orders, rules and regulations
- 8.2 The Services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:
 - 8.2.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
 - 8.2.2 Traffic that unreasonably harms, frightens, or abuses; and
 - 8.2.3 Traffic that unreasonably interferes with the use of either Party's network.
- 8.3 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
 - 8.3.1 Predictive dialing of telephone numbers at the NPA or NNX level;
 - 8.3.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
 - 8.3.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;

- 8.3.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
 - 8.3.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
 - 8.3.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
 - 8.3.7 Denial of Service attacks; and
 - 8.3.8 Artificial traffic stimulation, revenue pumping, and regulatory arbitrage.
- 8.4 If a Party reasonably believes that the other Party is transmitting any of the preceding types of traffic using any Service provided under this Agreement, the Party may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, the Party that transmitted the relevant traffic to the other Party must indemnify such Party against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by Frontier's gross negligence or willful misconduct.
- 8.5 The Parties agree that if they receive a request for information about traffic sent to the other Party which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator or from the other Party, the Party will promptly respond to the authorized traceback request in good faith. The Parties agree that their response shall indicate if it is in the call path as the originating provider of the calls or (ii) an intermediate provider. The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. Both Parties agree to provide this information to the authorized traceback administrator without requiring a subpoena or other formal demand or request.

9. Other Types of Traffic

- 9.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.
- 9.1.1 For the avoidance of doubt, VOIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into this Agreement. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order*, interexchange VoIP traffic terminated to either

Party is subject to access charges based on the appropriate access tariff, and local VoIP traffic terminated to either Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements

- 9.2 Subject to Section 9 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable Tariffs.
- 9.3 Each Party shall be responsible for all traffic it sends to the other Party over local interconnection trunks. If access traffic is delivered on local interconnection trunks, the originating party will compensate the terminating party accordingly.
- 9.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic, and Applicable Law.
- 9.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Frontier's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

10. Transmission and Routing of Exchange Access Traffic

10.1 Scope of Traffic.

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

10.2 Access Toll Connecting Trunk Group Architecture.

- 10.2.1 If a Party chooses to have its NPA/NXX Code subtend the other Party's access Tandem, the NPA/NXX must be assigned by the owner of NPA/NXX to a Rate Center Area that the other Party has associated with such access Tandem.
- 10.2.2 A Party shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from that Party's Customers.
- 10.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office that Party utilizes to provide Telephone Exchange Service and Switched Exchange Access to its

Customers in a given LATA to the access Tandem(s) the other Party utilizes to provide Exchange Access in such LATA.

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

11. Meet-Point Billing (MPB) Arrangements

- 11.1 Emery and Frontier will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Frontier access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Frontier's applicable Tariffs. The arrangements described in this Section 11 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Frontier.
- 11.2 In each LATA, the Parties shall establish MPB arrangements for the applicable Emery Routing Point/Frontier Serving Interconnection Wire Center combinations.
- 11.3 Interconnection for the MPB arrangement shall occur at each of the Frontier access Tandems in the LATA, unless otherwise agreed to by the Parties.
- 11.4 Emery and Frontier will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.
- 11.5 In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.
- 11.6 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.
- 11.7 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Emery Routing Point/Frontier Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the Emery Routing Point and the Frontier Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 11.18 of this Attachment.
- 11.8 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Frontier Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

- 11.9 Frontier shall provide Emery with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Frontier access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.
- 11.10 Emery shall provide Frontier with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.
- 11.11 All usage data to be provided pursuant to Sections 11.9 and 11.10 of this Attachment shall be sent to the following addresses:

To Emery:

Scott Stilson
PO Box 629
Orangeville, UT 84537-0629

To Frontier:

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

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

- 11.12 Emery and Frontier shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 11. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.
- 11.13 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 11.14 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
- 11.15 Except as expressly set forth in this Agreement, nothing contained in this Section 11 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

- 11.16 MPB will apply for all traffic bearing the 500, 900, toll-free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.
- 11.17 In the event Emery determines to offer Telephone Exchange Services in a LATA in which Frontier operates an access Tandem Switch, Frontier shall permit and enable Emery to subtenant the Frontier access Tandem Switch(es) designated for the Frontier End Offices in the area where there are located Emery Routing Point(s) associated with the NPA/NXX(s) to/from which the Switched Exchange Access Services are homed.
- 11.18 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Frontier Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:
- $$\begin{array}{lcl} & a / (a + b) & = \text{Emery Billing Percentage} \\ \text{and} & b / (a + b) & = \text{Frontier Billing Percentage} \end{array}$$
- where:
- a = the airline mileage between Emery Routing Point and the actual point of interconnection for the MPB arrangement; and
- b = the airline mileage between the Frontier Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.
- 11.19 Emery shall inform Frontier of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of Emery's delivery of notice to Frontier, Frontier and Emery shall confirm the Routing Point/Frontier Serving Interconnection Wire Center combination and billing percentages.

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

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

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

12.1.1 an IXC:

12.1.1.1 Emery will provide an appropriate EMI record to Frontier;

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

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

- 12.1.2 Frontier:
 - 12.1.2.1 Emery will provide an appropriate EMI record to Frontier;
and
 - 12.1.2.2 Emery will bill Frontier Emery's Switched Exchange Access
Tariff charges and Emery's applicable Tariff query charge.
- 12.1.3 a toll-free service access code service provider in that LATA:
 - 12.1.3.1 Emery will provide an appropriate EMI record to Frontier
and the toll-free service access code service provider;
 - 12.1.3.2 Emery will bill the toll-free service access code service
provider Emery's applicable Switched Exchange Access
Tariff charges and Emery's applicable Tariff query charges;
and
 - 12.1.3.3 Frontier will bill the toll-free service access code service
provider Frontier's applicable Switched Exchange Access
Tariff charges.
- 12.2 When Frontier performs the query and delivers translated 8YY calls, originated
by Frontier's Customer or another LEC's Customer to Emery to be completed by
 - 12.2.1 Emery:
 - 12.2.1.1 Frontier will provide an appropriate EMI record to Emery;
and
 - 12.2.1.2 Frontier will bill Emery Frontier's applicable Switched
Exchange Access Tariff charges and Frontier's applicable
Tariff query charges.
 - 12.2.2 a toll-free service access code service provider in that LATA:
 - 12.2.2.1 Frontier will provide an appropriate EMI record to Emery
and the toll-free service access code service provider;
 - 12.2.2.2 Frontier will bill the toll-free service access code service
provider Frontier's applicable Switched Exchange Access
Tariff charges and Frontier's applicable Tariff query
charges; and
 - 12.2.2.3 Emery will bill the toll-free service access code service
provider Emery's applicable Switched Exchange Access
Tariff charges.
- 12.3 When Emery delivers untranslated 8YY calls to Frontier to be completed by
 - 12.3.1 an IXC:
 - 12.3.1.1 Frontier will query the call and route the call to the
appropriate IXC;

- 12.3.1.2 Frontier will provide an appropriate EMI record to Emery;
- 12.3.1.3 Frontier will bill the IXC Frontier's applicable Switched Exchange Access Tariff charges and Frontier's applicable Tariff query charges; and
- 12.3.1.4 Emery will bill the IXC Emery's applicable Switched Exchange Access Tariff charges.
- 12.3.2 Frontier:
 - 12.3.2.1 Frontier will query the call and complete the call;
 - 12.3.2.2 Frontier will provide an appropriate EMI record to Emery;
 - 12.3.2.3 Emery will bill Frontier Emery's applicable Switched Exchange Access Tariff charges.
- 12.3.3 a toll-free service access code service provider in that LATA:
 - 12.3.3.1 Frontier will query the call and route the call to the appropriate toll-free service access code service provider;
 - 12.3.3.2 Frontier will provide an appropriate EMI record to Emery and the toll-free service access code service provider;
 - 12.3.3.3 Frontier will bill the toll-free service access code service provider Frontier's applicable Switched Exchange Access Tariff and Frontier's applicable Tariff query charges; and
 - 12.3.3.4 Emery will bill the toll-free service access code service provider Emery's applicable Switched Exchange Access Tariff charges.

13. Transit Service

- 13.1 Where Frontier operates a tandem, and as used in this Section, Transit Service is Telephone Exchange Service traffic that originates on Emery's network, and is transported through Frontier's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Frontier, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier"), when neither the originating nor terminating customer is a Customer of Frontier. For the avoidance of any doubt, under no circumstances shall Frontier be required to transit traffic through a Frontier Tandem to an End Office that does not have local Interconnection facilities and direct trunks to that particular Frontier Tandem. Switched Exchange Access Service traffic is not Transit Service.
 - 13.1.1 If Emery provides service using an NPA-NXX assigned to a rate center where Frontier provides extended area service or an applicable regulatory authority approved optional calling plan, and Emery chooses to indirectly interconnect by using the tandem switching facilities of a third party, Frontier will have no obligation to route and rate traffic to Emery's NPA-NXX as an EAS call or pursuant to an optional calling plan unless Emery has established a trunking and transiting arrangement for this traffic with Frontier and the other

telecommunications carrier(s) utilizing the trunk and providing transiting service for the traffic.

- 13.2 Transit Service provides Emery with the transport of Transit Service as provided below.
- 13.3 Transit Service may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. Emery shall deliver each Transit Service call to Frontier's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
 - 13.3.1 Emery may use Transit Service only for traffic that originates on Emery's network and only to send traffic to an Other Carrier with whom Emery has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by Emery and to bill Emery, and not to bill Frontier, for such traffic. Emery agrees not to use Frontier's Transit Service to send traffic to an Other Carrier with whom Emery does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on Emery's network.
- 13.4 Emery shall pay Frontier for Transit Service at the rates specified in the Pricing Attachment. Frontier will not be liable for compensation to any Other Carrier for any traffic that is transported through Frontier's Tandem and Frontier reserves the right to assess to Emery any additional charges or costs any Other Carrier imposes or levies on Frontier for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Frontier is billed by any Other Carrier for any traffic originated by Emery, Frontier may provide notice to Emery of such billing. Upon receipt of such notice, Emery shall immediately stop using Frontier's Transit Service to send any traffic to such Other Carrier until it has provided to Frontier certification that the Other Carrier has removed such billed charges from its bill to Frontier and that the Other Carrier will not bill Frontier for any traffic originated by Emery. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Frontier.
- 13.5 If Emery uses Transit Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"). Emery shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Frontier believes that Emery has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
- 13.6 If Emery fails to comply with Section 13 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Frontier may exercise any and all remedies under this Agreement and Applicable Law for such breach.
- 13.7 If or when a third-party carrier plans to subtend a/an Emery switch, then Emery shall provide written notice to Frontier at least ninety (90) days before such subtending service arrangement becomes effective so that Frontier may negotiate and establish direct interconnection with such third-party carrier. Upon

written request from Frontier, Emery shall offer to Frontier a service arrangement equivalent to or the same as Transit Service provided by Frontier to Emery as defined in this Section such that Frontier may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Frontier, CMRS carrier, or other LEC, that subtends a/an Emery Central Office or its equivalent ("Reciprocal Tandem Transit Service"). Emery shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.

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

14. Number Resources, Rate Center Areas and Routing Points

- 14.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX Codes.
- 14.2 It shall be the responsibility of each Party to program and update its own switches and network systems in order to recognize and route traffic to the other Party's assigned NPA/NXX Codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 14.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Emery shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Frontier within the LATA and Tandem serving area. If Emery is the code holder, it shall assign whole NPA/NXX Codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 14.4 Emery will also designate a Routing Point for each assigned NXX Code. Emery shall designate one location for each Rate Center Area in which Emery has established NXX Code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of Emery will be routed in the same manner as calls to Emery's initial NXXs.
- 14.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Emery's choices regarding the size of the local calling area(s) that Emery may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Frontier's local calling areas.

15. Joint Network Implementation and Grooming Process; Forecasting

- 15.1 Joint Network Implementation and Grooming Process.

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

- 15.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Frontier's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.
- 15.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 15.1.3 disaster recovery provision escalations;
- 15.1.4 additional technically feasible Point(s) of Interconnection on Frontier's network in a LATA as provided in Section 2 of this Attachment; and
- 15.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

15.2 Trunk Forecasting Requirements.

- 15.2.1 Initial Trunk Forecast Requirements. Emery shall provide Frontier a two (2)-year traffic forecast that includes the number, type, and capacity of trunks as well as a description of anticipated major network projects. This initial traffic forecast will provide the amount of traffic to be delivered to and from Frontier over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.
- 15.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, Emery shall provide a new or revised traffic forecast when Emery develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) Emery plans to deploy a new switch; (b) Emery plans to implement a new POI or network architecture; (c) Emery plans to rearrange its network; (d) Emery expects a significant change in interconnection traffic volume; or (e) other activities that are reflected by a significant increase or decrease in trunking demand. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.

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

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

16.1 Scope.

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

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

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

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

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

- 16.2.3 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

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

- 16.2.5 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive

numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

- 16.2.6 When a Customer of Party A ports their telephone numbers to Party B, Party A shall implement the ten-digit trigger in the donor switch where it is available. Party A shall apply the ten-digit unconditional trigger to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 16.2.7 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.
- 16.2.8 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 16.2.9, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 16.2.9 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX Codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX Codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 16.2.10 If requested by a Party, the Parties will perform LNP testing in accordance with North American Numbering Council (NANC) standards.
 - 16.2.10.1 The Parties shall mutually agree upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.
- 16.2.11 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.
 - 16.2.11.1 If a Customer of Emery ports their telephone number(s) to Party B, and Frontier routes a call for that ported number to Emery, Emery will route the call to Party B and may assess

Frontier a charge not to exceed Frontier's charge for a non-queried call.

16.3 Procedures for Providing NP Through Full NXX Code Migration.

If a Party meets the NANPA criteria for migrating a full NPA-NXX, Party A shall cooperate with Party B to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by Party B. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

17. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of Utah a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with Emery 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.

TRAFFIC EXCHANGE ATTACHMENT

1. General

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

2. Arrangements With a Third Party Tandem Provider

- 2.1 The Parties acknowledge and agree that, in order to exchange Reciprocal Compensation Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and translated IntraLATA toll-free service access code traffic under this Attachment, each Party must have established and must maintain its own interconnection and compensation arrangements with the Third Party Tandem Provider for the routing and exchange of the foregoing traffic between the Parties under this Attachment (e.g., arrangements that permit the subject traffic to be exchanged through the Third Party Tandem Provider). In addition, the Parties must also fulfill each of the other requirements of this Attachment.
- 2.2 If such arrangements between a Party and the Third Party Tandem Provider are terminated (e.g., where a Third Party Tandem Provider does not permit a Party to exchange the foregoing traffic using the Third Party Tandem Switch), that Party shall promptly give written notice thereof to the other Party. Absent the existence of such arrangements with the Third Party Tandem Provider, each Party shall have the right, on written notice to the other Party, to discontinue exchanging the foregoing traffic with the other Party (i.e., receiving such traffic from or, sending such traffic to, the other Party) under this Attachment.
- 2.3 Notwithstanding any other provision of this Agreement, on one hundred twenty (120) days written notice, a Party may discontinue exchanging the foregoing traffic with the other Party under this Attachment. The Parties must establish interconnection in accordance with this Interconnection Attachment or some other arrangement prior to discontinuance of the indirect connection through the third-party tandem. In the event a third party discontinues accepting either Parties' indirect traffic, Emery and Frontier agree to negotiate in good faith alternative arrangements.
- 2.4 Forecasting Requirements
 - 2.4.1 Emery shall provide Frontier a two (2)-year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Frontier pursuant to this Attachment, over the next eight (8) quarters.
 - 2.4.2 Ongoing forecast requirements. Where the Parties are already exchanging traffic through a Third Party Tandem Switch in a LATA,

Both Parties shall provide a new or revised traffic forecast when a Party develops plans or becomes aware of information that will materially affect the Parties' exchange of traffic through such Third Party Tandem Switch in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) a Party plans to deploy a new switch; (ii) a Party plans to implement interconnection in accordance with the Interconnection Attachment or a new network architecture; (iii) a Party plans to rearrange its network; or (iv) a Party expects a significant change in traffic volume.

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

- 2.5 Prior to exchanging traffic through a Third-Party Tandem Switch, Emery shall meet with Frontier to conduct a joint planning meeting ("Third Party Tandem Provider Joint Planning Meeting"). At that Third-Party Tandem Provider Joint Planning Meeting, each Party shall, among other things, provide to the other Party originating Centum Call Second (Hundred Call Second) information.
- 2.6 If and, when, the volume of traffic exchanged between a Frontier End Office and Emery switch through a Third Party Tandem Switch exceeds (a) the Centum Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time; (b) 200,000 combined minutes of use for any month; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month, upon the written request of either Party, the Parties shall meet promptly and consider whether to interconnect their respective networks pursuant to the Interconnection Attachment. In the event the Parties so interconnect their respective networks, the Parties shall discontinue exchanging any and all traffic through the Third Party Tandem Switch, unless the Parties otherwise agree to continue exchanging traffic but, on an overflow basis, through the Third Party Tandem Switch.
- 2.7 Nothing in this Attachment shall be read to require either Party to establish and/or maintain a subtending arrangement with a Third-Party Tandem Provider.

3. Initiating Traffic Exchange Under This Attachment

- 3.1 If Emery determines to offer Telephone Exchange Services and wishes to exchange traffic with Frontier through a Third Party Tandem Switch in any LATA in which Frontier also offers Telephone Exchange Services, Emery shall provide written notice to Frontier of its request to exchange traffic through a Third Party Tandem Switch in such LATA pursuant to this Attachment.
- 3.2 The notice provided in Section 3.1 of this Attachment shall include (a) Emery's proposed traffic exchange activation date; (b) a forecast of Emery's traffic volumes conforming to Section 2 of this Attachment; and (c) such other information as Frontier shall reasonably request in order to facilitate traffic exchange under this Attachment.
- 3.3 The traffic exchange activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated in Section 3.2 of this Attachment.

4. Traffic Measurement and Billing

- 4.1 The Parties agree that they will make commercially reasonable efforts to obtain and utilize accurate and complete recordings, of any traffic exchanged between them under this Attachment, for use in billing.
- 4.2 At such time as a receiving Party has the capability, on an automated basis, to use CPN to classify traffic from the other Party, exchanged under this Attachment, by traffic type (i.e., Reciprocal Compensation Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, and IntraLATA toll-free service access code traffic), such receiving Party shall bill the originating Party the rate applicable to each relevant minute of traffic for which CPN is received. If the receiving Party lacks the capability to use CPN information on an automated basis to classify traffic received from the other Party by traffic type, the originating Party will supply PIU and PLU in writing within thirty (30) days of the Effective Date and shall provide updated PIU and PLU in writing quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that a Party's equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll-free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.
- 4.3 Each Party reserves the right to audit all traffic exchanged under this Attachment, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.
- 4.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 4.5 If and, to the extent that, a Emery Customer receives V/FX Traffic exchanged under this Attachment, Emery shall promptly provide notice thereof to Frontier (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Frontier Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Frontier's Customers to such Emery Customers.

5. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of Utah a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with Emery 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.

9-1-1 ATTACHMENT

If either Party becomes the NG911 provider in the State of Utah, and interconnection to the NG911 system is required by the other Party, the Parties agree to negotiate an amendment to this Agreement for the terms and conditions of such interconnection.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. All rates listed in Appendix A shall apply equally to both Parties. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Frontier is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Frontier finishes developing such a Charge, Frontier shall notify Emery in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill Emery, and Emery shall pay to Frontier, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Frontier to Emery pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Frontier sends such notice to Emery and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be changed via an amendment to this Agreement.
- 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. Emery Prices

Notwithstanding any other provision of this Agreement, the Charges that Emery bills Frontier for Emery's Services shall not exceed the Charges for Frontier's comparable Services, except to the extent that Emery's charges are from Emery's effective tariff.

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 ATTACHMENT¹ (UTCTC Navajo)

**CITIZENS TELECOMMUNICATIONS COMPANY OF UTAH
NAVAJO COMMUNICATIONS CO., INC.
Utah v2.2**

I. Rates and Charges for Transport and Termination of Traffic²

- A. Reciprocal Compensation and Local Traffic will be terminated by the Parties on a Bill and Keep basis.
- B. Transit Service—per MOU \$ 0.0061854/mou where applicable
- C. Each Party will provide accurate Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, the Party not providing the CPN and/or ANI agrees to pay the other Party, the applicable intrastate terminating access charges for such traffic.
- D. Facility and Transport for Interconnection Charges³:
 - Non-Competitive Counties - Per Frontier Intrastate Access Tariff, Special Access section**
 - Channel Termination⁴
 - Channel Mileage Termination
 - Channel Mileage Per Airline Mile
 - Competitive Counties – Per Frontier Interstate Service Guide and Pricelist No. 1**
 - Channel Termination⁴
 - Channel Mileage Termination
 - Channel Mileage Per Airline Mile
- E. Exchange Access Service: Per Frontier Interstate and/or Frontier Intrastate Access Tariff⁵

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Frontier does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Frontier 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 Frontier to provide a service, facility, arrangement or the like that the Agreement does not require Frontier 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.

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.

Unless a citation is provided to a generally applicable Frontier tariff, all listed rates and services are available only to Carrier when purchasing these services for use in the provision of Telephone Exchange Service and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Frontier rates and services for use by Carrier in the carriage of Toll Traffic shall be subject to Frontier's tariffs for Exchange Access service. Adherence to these limitations is subject to a reasonable periodic audit by Frontier.

² All rates and charges specified herein are pertaining to the Interconnection Attachment.

³ Frontier's Service Guide and Competitive/Non-Competitive County designations can be found on the Wholesale Operations site at www.wholesale.frontier.com under the Pricing Guides tab.

⁴ Channel Termination charges are assessed when CFA is not included in the order.

⁵ Exchange Service Access is provided in accordance with the applicable tariff terms, conditions, and charges.

II. Labor Rates

	<u>Basic Time</u>	<u>Overtime</u>	<u>Premium Time</u>
Charges for Additional Labor per Engineering, 1 st hour	\$ 85.00	\$ 127.50	\$ 170.00
Charges for Additional Labor per Security Escort, 1st hour	\$ 85.00	\$ 127.50	\$ 170.00
Charges for Additional Labor per Technician, 1st hour	\$ 85.00	\$ 127.50	\$ 170.00
Charges for Additional Testing per Technician, 1st hour	\$ 85.00	\$ 127.50	\$ 170.00
Charges for Standby per Technician, 1st hour	\$ 85.00	\$ 127.50	\$ 170.00
Charges for Programming per Programmer, 1st hour	\$ 85.00	\$ 127.50	\$ 170.00

Basic Time – Monday through Friday, 8:00 am to 5:00 pm

Overtime – Monday through Friday, Before 8:00 am and after 5:00 pm

Premium Time – Saturday(s), Sunday(s) and Holiday(s)

III. Supplemental PON Charges

A supplement is any new iteration of a local service request.

Supplement # 1

Cancel - Indicates that the pending order is to be canceled in its entirety.

Charge - \$14.38

Supplement # 2

New desired due date - Indicates that the pending order requires only a change of desired due date.

Supplement # 3

Other - Any other change to the request.

Supplement #2 & 3 Charges:

Order Type	Residence Porting	Business Porting
Charge Per Number	\$11.01	\$17.83

Expedite Charge will be applied (\$35.20 per telephone number) for any Portings stopped on the Due Date and subsequently reappointed with a new Due Date.

IV. Other Miscellaneous Charges

- A. Expedite Charge – Applies on any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

NONRECURRING

Residence	\$ 35.20
Business	\$ 35.20

Additional Labor Charges also apply if the work is done after hours or on the weekend.

- B. Preferential/Vanity Numbers

NONRECURRING

Residence	\$ 42.33
Business	\$ 84.45

- C. Concurrence Charge

The New Service Provider (NSP) is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event NSP does not create the subscription version(s) within the prescribed time frame. NSP is responsible to notify Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge is applied for each telephone number needing concurrence.

NONRECURRING

Residence	\$ 11.01
Business	\$ 17.83

**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION
ATTACHMENT**

Technical Specifications and Requirements

for

**EMERY TELECOMMUNICATIONS & VIDEO, INC.
E FIBER SAN JUAN, LLC
E FIBER MOAB, LLC
AND
CITIZENS TELECOMMUNICATIONS COMPANY OF UTAH
NAVAJO COMMUNICATIONS CO., INC.**

Fiber Meet Arrangement No. *FM #*****

The following technical specifications and requirements will apply to Emery Telecommunications & Video, Inc., E Fiber San Juan, LLC, and E Fiber Moab, LLC – Citizens Telecommunications Company of Utah and Navajo Communications Co., Inc. Fiber Meet Arrangement ***FM #*** ("FM No. ***FM #***"):

1. FM No. ***FM #*** will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Frontier's ***Name of Tandem/End Office*** and Emery's ***Carrier Name of Tandem/End Office*** in A diagram of FM No. ***FM #*** is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. ***FM #*** will be configured as shown on Exhibit A-1. FM No. ***FM #*** will have two FMPs.
 - 2.2 Frontier will provision a Fiber Network Interface Device ("FNID") at ***POLE XX, STREET YY, TOWN ZZ, STATE*** and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Frontier will be a ***MANUFACTURER, MODEL***. Frontier will bear the cost of installing and maintaining its FNID. The fiber patch panel within Frontier's FNID will serve as FMP No. 1. Frontier will provide a fiber stub at the fiber patch panel in Frontier's FNID for Emery to connect [] strands of its fiber cable [] connectors. Frontier's FNID will be locked, but Frontier and Emery will have 24 hour access to their respective side of the fiber patch panel located in Frontier's FNID.
 - 2.3 Emery will provision a FNID at ***POLE XX, STREET YY, TOWN ZZ, STATE*** and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Emery will be a ***MANUFACTURER, MODEL***. Emery will bear the cost of installing and maintaining its FNID. The fiber patch panel within Emery's FNID will serve as FMP No. 2. Emery will provide a fiber stub at the fiber patch panel in Emery's FNID for Frontier to connect [] strands of its fiber cable. Emery's FNID will be locked, but Emery and Frontier will have 24-hour access to their respective side of the fiber patch panel located in Emery's FNID.
3. Transmission Characteristics.
 - 3.1 FM No. ***FM #*** will be built as a ring configuration.
 - 3.2 The transmission interface for FM No. ***FM #*** will be Synchronous Optical Network ("SONET").

- 3.3 Terminating equipment shall comply with SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11).
- 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
- 3.5 The optical transmission rate will be Unidirectional OC-***OC Transmission Rate***.
- 3.6 The path switch protection shall be set as Non-Revertive.
- 3.7 Frontier and Emery shall provide Primary Reference Source traceable timing.
4. Add Drop Multiplexer.
 - 4.1 Frontier will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Frontier will use a ***MANUFACTURER, MODEL*** Add Drop Multiplexer with firmware release of [x.x] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Frontier must provide Emery with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Frontier's Add Drop Multiplexer.
 - 4.2 Emery will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Emery will use a ***MANUFACTURER, MODEL*** Add Drop Multiplexer with firmware release of [x.x] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Emery must provide Frontier with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Emery's Add Drop Multiplexer.
 - 4.3 Emery and Frontier will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. ***FM #***, the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
 - 4.4 The Data Communication Channel shall be disabled between the Frontier and Emery Add Drop Multiplexers of FM No. ***FM #***.
5. Testing.
 - 5.1 Prior to turn-up of FM No. ***FM #***, Frontier and Emery will mutually develop and implement testing procedures for FM No. ***FM #***.
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
 - 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Emery as a final step of turn up of the FM No. ***FM #***.
 - 6.2 For one-way trunk arrangements, Frontier will control the CFA for the subtending facilities and trunks connected to Frontier's slots and Emery will control the CFA for the subtending facilities and trunks connected to Emery's slots. Emery will place facility orders against the first half of the fully configured slots (for example, slots 1-6 of a fully configured OC12) and Frontier will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Frontier and Emery shall jointly designate the slot assignments for Frontier's Add Drop Multiplexers and Emery's Add Drop Multiplexer in FM No. ***FM #***.

- 6.3 For two-way trunk arrangements, Emery shall control the CFA for the subtending facilities and trunks connected to FM No. ***FM #***. Emery shall place facility and trunk orders against the total available SAA capacity of FM No. ***FM #***.
7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.
- 7.1 Frontier and Emery will inventory FM No. ***FM #*** in their operational support systems before the order flow begins.
- 7.2 Frontier and Emery will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. ***FM #*** facilities prior to undertaking such work and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Frontier will be responsible for the provisioning and maintenance of the FM No. ***FM #*** transport facilities on Frontier's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Emery will be responsible for the provisioning and maintenance of the FM No. ***FM #*** transport facilities on the Emery's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. ***FM #***.
- 7.4 Frontier and Emery will provide alarm surveillance for their respective FM No. ***FM #*** transport facilities. Frontier and Emery will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.
8. Cancellation or Modification of FM No. ***FM #***.
- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. ***FM #*** on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. ***FM #*** before it is used to exchange traffic, the Party terminating the construction of FM No. ***FM #*** will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. ***FM #*** as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. ***FM #*** as set forth in this document must be mutually agreed upon by the Parties in writing.

EMERY TELECOMMUNICATIONS & VIDEO, INC.
E FIBER SAN JUAN, LLC
E FIBER MOAB, LLC

CITIZENS TELECOMMUNICATIONS COMPANY
OF UTAH
NAVAJO COMMUNICATIONS CO., INC.

By: _____

TO BE EXECUTED AT A LATER DATE

Date: _____

