

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF  
THE TELECOMMUNICATIONS ACT OF 1996

Dated as of \_\_\_\_\_, 2000

by and between

CINCINNATI BELL TELEPHONE COMPANY

and

ICG TELECOM GROUP, INC.

for

KENTUCKY

## INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement (the "Agreement"), is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2000 by and between Cincinnati Bell Telephone Company ("CBT"), with its address for purposes of this Agreement at 201 E. Fourth Street, Cincinnati, Ohio 45202, and ICG Telecom Group, Inc. ("ICG"), in its capacity as a certified provider of local dial-tone service, having its office at 161 Inverness Drive West, Englewood, Colorado 80112 (CBT and ICG being referred to collectively as the "Parties"). This Agreement covers services provided by the Parties in the State of Kentucky.

WHEREAS, interconnection between carriers is necessary and desirable for the mutual exchange and termination of traffic originating on each carrier's network; and

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

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, physical collocation of equipment in LEC premises; and

WHEREAS, ICG submitted a letter dated January 20, 2000, a copy of which is attached hereto as Exhibit "A", requesting adoption of the agreement between CBT and Intermedia Communication, Inc. ("Intermedia") dated and approved by the Kentucky Public Service Commission in D98-02-058 (Case No. 1998-379) on September 14, 1998, a copy of which is attached hereto as Exhibit "B" (the "Underlying Agreement"), requesting the same rates, terms and conditions as set forth in the CBT and Intermedia Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CBT and ICG hereby covenant and agree as set forth herein. Pursuant to this Agreement, the Parties agree to and are bound by each and every rate, term and condition set forth in the Underlying Agreement, except for the following specific mutually agreed to ministerial changes:

1. Throughout the Underlying Agreement, all references to "Intermedia Communications, Inc." shall be replaced by "ICG Telecom Group, Inc.," and all references to "Intermedia" shall be replaced by "ICG."
2. The "Title" page of the Underlying Agreement shall be replaced with the "Title" page of this Agreement.
3. The first paragraph immediately preceding the Recitals in the Underlying Agreement shall be replaced with the following paragraph:

“This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2000 (the “**Effective Date**”), by and between Cincinnati Bell Telephone Company, an Ohio corporation with offices at 201 E. Fourth Street, Cincinnati, Ohio 45202 (“**CBT**”), and ICG Telecom Group, Inc., a Colorado corporation (“**ICG**”).”

5. The 120 day notice period in Section 21.1 of the Underlying Agreement shall be reduced to 75 days. Section 21.1 of the Underlying Agreement shall be amended by replacing the paragraph, in its entirety, with:

**21.1 Term.** The initial term of this Agreement shall be the period which shall commence on the Effective Date and conclude on September 13, 2000 (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a “**Renewal Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least seventy-five (75) days prior to the expiration of the Initial Term or a Renewal Term; provided, however, that this Agreement shall continue in full force and effect until it is replaced by a superseding agreement or terminated at the end of the Transition Period as set forth in **Section 21.4** below.

6. The 120 day notice period in Section 21.2 of the Underlying Agreement shall be reduced to 75 days. Section 21.2 of the Underlying Agreement shall be amended by replacing the paragraph in its entirety with:

**21.2 Renegotiation of Certain Terms.** Notwithstanding the foregoing or **Section 29.3**, upon delivery of written notice at least seventy-five (75) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within sixty (60) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

7. Section 31.10 “Notices” of the Underlying Agreement, shall be amended by replacing the “Intermedia” information with:

Executive Vice President of Government Affairs  
ICG Telecom Group, Inc.  
161 Inverness Drive West  
Englewood CO 80112  
Phone (303) 414-5000  
Facsimile (303) 414-8839

With a copy to:

General Counsel  
ICG Telecom Group, Inc.  
161 Inverness Drive West  
Englewood CO 80112  
Phone (303) 414-5000  
Facsimile (303) 414-8839

8. Schedule 10.1, paragraph 1.0 will be revised to read as follows:

1.0 Subject to changes due to decisions of the Commission or other applicable laws, rules, regulations or orders, CBT shall apply a wholesale discount of sixteen point seven-four percent (16.74%) to all discounted resale services.

9. Pricing Schedule, Item VI – Wholesale Resale Services, will be revised to read as follows:

**Resale Discount:** Subject to changes due to decisions of the Commission or other applicable laws, rules, regulations or orders, CBT shall apply a wholesale discount of sixteen point seven-four percent (16.74%) to all discounted resale services.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

Cincinnati Bell Telephone Company

ICG Telecom Group, Inc.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name Linda D. Frank

Name James R. Washington

Title Vice President & General Manager-  
Carrier Services

Title Vice President

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated as of \_\_\_\_\_, 1998**

**by and between**

**CINCINNATI BELL TELEPHONE COMPANY**

**and**

**INTERMEDIA COMMUNICATION INC.**

**For**

**KENTUCKY**

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**PRICING SCHEDULE**

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is effective as of the \_\_\_\_ day of \_\_\_\_\_, 1998 (the “**Effective Date**”), by and between Cincinnati Bell Telephone Company, an Ohio corporation with offices at 201 E. Fourth Street, Cincinnati, Ohio 45202 (“**CBT**”), and Intermedia Communications Inc., a Delaware corporation (“**Intermedia**”).

**RECITALS**

A. CBT is an Incumbent Local Exchange Carrier, as defined by the Act, authorized to provide certain Telecommunications Services within the state of Kentucky, more particularly described as a portion of LATA 922.

B. CBT is engaged in the business of providing, among other things, local Telephone Exchange Service within Kentucky.

C. Intermedia has been granted authority to provide certain local Telephone Exchange Services within the areas of Kentucky where it intends to provide services pursuant to this Agreement and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to provide for compliance with their respective obligations under the Act, including Interconnection of their facilities and equipment so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Intermedia and CBT hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND CONSTRUCTION**

**1.1 Structure.** This Agreement includes certain Exhibits and Schedules that immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

**1.2 Defined Terms.** Capitalized terms used in this Agreement shall have the respective meanings specified in **Schedule 1.2** or as defined elsewhere in this Agreement or the Act.

**1.3 Interpretation.**

- (a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any

pronoun shall include the corresponding masculine, feminine and neuter forms. The words “**include**,” “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**”. The words “**shall**” and “**will**” are used interchangeably throughout this Agreement, and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.

- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**1.4 Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms, and, in the event of any ambiguities, no inferences shall be drawn against either Party.

## **ARTICLE II GENERAL SERVICE-RELATED PROVISIONS**

**2.1 Interconnection Activation Date.** Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide Intermedia access to CBT's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding “**Interconnection Activation Date**” shown for each Interconnection Point set forth on **Schedule 2.1**. Intermedia may seek additional Interconnection Points or revise any estimated or new Interconnection Activation Dates according to the principles set forth in **Section 3.4**. **Schedule 2.1** shall be revised and supplemented from time to time to reflect additional Interconnection Points, by attaching one or more supplementary schedules to such Schedule.

**2.2 Bona Fide Request.** Any request by a Party for services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request process set forth on **Schedule 2.2**.

**2.3 Technical References.** The Parties agree that the Technical References listed on **Schedule 2.3** (the “**Technical Reference Schedule**”), are generally accepted guidelines for interface and performance parameters of equipment and facilities used by LEC's in the United States for delivering Telephone Exchange Service. These Technical References are used by the Parties in

specifying suitable equipment and facilities components for use in their respective networks, and for assuring interoperability between components that collectively comprise such networks. Each Party will strive to their utmost ability to comply with these industry standards, but will not be liable for any non-compliance by any vendor furnishing such equipment or facilities, provided that such equipment/facilities are of a type generally deployed throughout the industry, currently or at the time deployed. Nothing in this Section shall require a Party to deliver performance, functionality or capabilities from specific equipment or facilities beyond that intended by its vendor. Intermedia is entitled to request through the BFR process functions and capabilities described in the Technical References listed in **Schedule 2.3** which CBT has not deployed or activated in its own network.

**2.4 Availability of Services.** CBT agrees not to discontinue or refuse to provide any service provided or required hereunder other than in accordance with the terms of this Agreement.

### **ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)**

**3.1 Scope.** **Article III** describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic (including intraLATA and interLATA traffic) between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Each Party shall make available to the other Party the same Interconnection methods on the same rates, terms and conditions. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific logical trunk groups (and traffic routing parameters) that will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

#### **3.2 Interconnection Points and Methods.**

3.2.1 In the LATA identified on **Schedule 2.1**, Intermedia and CBT shall Interconnect their networks at the correspondingly identified Interconnection Points on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in the LATA shall be accomplished at any technically feasible point of Interconnection (an "Interconnection Point") by any technically feasible means, including (i) a Fiber-Meet as provided in **Section 3.3**; (ii) Collocation at any technically feasible Premise as provided in **Article XII**; or (iii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for the given LATA and that is consistent with the Act, For Interconnection methods other than a Fiber-Meet, Intermedia will have the right to designate the Interconnection Point(s) in the LATA. For Interconnection by Fiber-Meet, the Parties shall mutually

agree on the Interconnection Point(s). There will be at least one Interconnection Point within the LATA; however, Intermedia may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this **Article III**. Unless otherwise agreed by the Parties, an Interconnection Activation Date associated with an interconnection arrangement not previously provided by CBT or requiring the development and deployment of new technical capabilities, shall not be earlier than the date which is one hundred and twenty (120) days after the date on which CBT receives notice from Intermedia that Intermedia wishes to establish such Interconnect arrangements.

3.2.3 If Intermedia elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with Intermedia's facilities via Collocation, Intermedia agrees to provide to CBT Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than either (i) CBT provides to Intermedia hereunder or (ii) Intermedia provides to other similarly situated Telecommunications Carriers, unless Intermedia can demonstrate and the Commission agrees that Intermedia's cost to provide Collocation to CBT are greater than CBT's costs to provide Collocation to Intermedia.

3.2.4 In regard to Frame Relay interconnection, the parties agree to establish trunk groups from interconnection facilities of subsection 3.2.2 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnection facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. CBT treatment of Intermedia as to said charges shall be consistent with CBT treatment of other local exchange carriers for the same charges.

### **3.3 Fiber-Meet.**

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. This SONET transmission system shall be configured as mutually agreed and engineered, installed, and maintained as described in this **Article III** and in the Implementation Plan.

3.3.2 CBT shall, wholly at its own expense, procure, install and maintain the Optical Line Terminating Multiplexer ("OLTM") equipment in the CBT Interconnection Wire Center ("CIWC") identified for each LATA set forth on **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

3.3.3 Intermedia shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the Intermedia Interconnection Switching Center ("IISC") identified for that



LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

3.3.4 CBT shall designate a manhole or other suitable entry-way immediately outside the CIWC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable Intermedia to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the CIWC. Intermedia shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Intermedia to CBT, CBT will allow Intermedia access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CBT's receipt of such request.

3.3.5 Intermedia shall designate a manhole or other suitable entry-way immediately outside the IISC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable CBT to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the IISC. CBT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CBT to Intermedia, Intermedia will allow CBT access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Intermedia's receipt of such request.

3.3.6 Intermedia shall pull the fiber optic strands from the Intermedia-designated manhole/entry-way into the IISC and through appropriate internal conduits Intermedia utilizes for fiber optic facilities and shall connect the CBT strands to the OLTM equipment Intermedia has installed in the IISC.

3.3.7 CBT shall pull the fiber optic strands from the CBT-designated manhole/entry-way into the CIWC and through appropriate internal conduits CBT utilizes for fiber optic facilities and shall connect the Intermedia strands to the OLTM equipment CBT has installed in the CIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Switching Center or Wire Center through a point separate from that through which such Party's own fiber exited. Neither Party is required to construct new entrances should such separate entrances be nonexistent.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Implementation Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

**3.4 Additional Interconnection in Existing LATA.** If Intermedia wishes to establish additional Interconnection Points in any LATA, then Intermedia will provide notice to CBT consistent with the notice provisions of **Section 3.4.1** and **Section 3.4.2**. The Interconnection Activation Date shall be consistent with the provisions of **Section 3.4.2**. If Intermedia deploys additional switches in the

LATA after the Effective Date or otherwise desires to establish Interconnection with additional CBT Central Offices, Intermedia shall be entitled to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnections. If CBT deploys additional switches within the LATA after the Effective Date or otherwise wished to establish Interconnection with additional Intermedia Central Offices, CBT shall be entitled, upon written notice thereof to Intermedia, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch within the LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.4.1 If Intermedia desires to establish additional Interconnection Points within the LATA, Intermedia shall provide written notice to CBT of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.4.2 The notice provided in **Section 3.4.1** shall include (i) the Interconnection Point Intermedia has designated (or if such Interconnection is pursuant to a Fiber-Meet, the Interconnection Point Intermedia requests); (ii) Intermedia's requested Interconnection Activation Date; and (iii) a binding forecast of Intermedia's trunking requirements. Unless otherwise agreed by the Parties, each new Interconnection Activation Date shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than ninety (90) days after the date on which Intermedia delivered notice to CBT pursuant to **Section 3.4.1**. Within ten (10) Business Days of CBT's receipt of Intermedia's notice specified in **Section 3.4.1**, CBT and Intermedia shall confirm the Interconnection Point and the Interconnection Activation Date by attaching a supplementary schedule to **Schedule 2.1**.

**3.5 Nondiscriminatory Interconnection.** Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.5**, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If Intermedia requests an Interconnection that is of a different quality than that provided by CBT to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

### **3.6 Network Management.**

3.6.1 Intermedia and CBT shall work cooperatively to install and maintain a reliable network. Intermedia and CBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.6.2 Intermedia and CBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.6.3 CBT shall, upon the request of Intermedia, provide the following network information, subject to any necessary privacy or proprietary safeguards:

- (a) Points of Interconnection available on the CBT network;
- (b) List of all local exchanges, and for each local exchange, the NXXs that are defined as within CBT's "local calling areas;"
- (c) Switch locations (including Tandems and End Offices);

### **3.7 Standard Intervals.**

3.7.1 Each Party shall provide the other Party Interconnection in accordance with the standard intervals in **Schedule 3.7**.

3.7.2 The Providing Party shall provide to the other Party a quarterly report (the "Reporting Period"), by the last day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Standard Intervals.

### **3.8 E9-1-1 Service.**

3.8.1 CBT shall provide E9-1-1 Service to Intermedia's Customers on the same basis that CBT provides E9-1-1 Service to its own Customers in the municipality where such E9-1-1 Service is provided pursuant to the terms and conditions set forth in this **Section 3.8** in each Rate Center in which (i) Intermedia is authorized to provide local exchange services and (ii) CBT is the E9-1-1 service provider.

3.8.2 Service and Facilities Provided.

- (a) CBT will provide Intermedia with multiplexing at a designated CBT Central Office at the rates set forth at in the Pricing Schedule. CBT will also provide Intermedia with trunking from the CBT Central Office to the designated CBT Control Office(s) with sufficient capacity to route Intermedia's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth in Pricing Schedule. If Intermedia forwards the ANI information of the calling party to the Control Office, CBT will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by

Intermedia, CBT will display a Central Office identification code for display at the PSAP.

- (b) Intermedia will provide itself, or lease from a third person, the necessary trunking to route originating 9-1-1 traffic from Intermedia's Switches to the CBT Control Office(s). The point of Interconnection for Intermedia's Primary and Diverse Routes, where available, to the multiplexer collocation space and E9-1-1 Control Offices is at the CBT Central Office. If Diverse Routes are not available, CBT shall, at the request of Intermedia, provide diversity to Intermedia, and Intermedia shall pay local channel mileage charges for Diverse Routes as set forth in the Pricing Schedule. Intermedia will be responsible for determining the proper quantity of trunks from its switches to the CBT Central Office(s). Trunks between the CBT Central Office and the CBT Control Office shall be delivered consistent with time frames that CBT provides itself or other customers, but in no case shall it exceed thirty (30) days. Following delivery, Intermedia and CBT will cooperate to promptly test all transport facilities between Intermedia's network and the CBT Control Office to assure proper functioning of the E9-1-1 service.
- (c) CBT will provide to Intermedia in paper, on diskette or mechanized format information (the "**E9-1-1 A&R Information**") and will seek the appropriate governmental approval if required that will (i) enable Intermedia to make pre-edits to validate the street addresses of Intermedia Customers and (ii) specify which E9-1-1 Control Office serves as the jurisdictional E9-1-1 answering point for Customers within the Exchange Areas served by Intermedia. The E9-1-1 A&R Information will be provided by exchange rate center or community upon request. Until such time as a mechanized process for provision of this information is made available by CBT, CBT shall provide to Intermedia in a paper format any updates to the E9-1-1 A&R Information on a quarterly basis or as soon as reasonably practicable after such updates occur. CBT will provide Intermedia the format rules and definitions of E9-1-1 A&R Information at the time it provides such E9-1-1 A&R Information.
- (d) CBT will coordinate access to the CBT ALI database for the initial loading and updating of Intermedia Customer information. Access coordination will include:
  - (1) CBT-provided format requirements and a delivery address for Intermedia to supply an electronic version of Customer telephone numbers, addresses and other information, both for the initial load and, where applicable, daily updates. CBT shall confirm receipt of this data as described in **Section 3.8.2(g)**;
  - (2) Coordination of error resolution involving entry and update activity;

- (3) Provisioning of specific E9-1-1 routing information on each access line;
- (4) Updating the CBT ALI database from paper records of service order activity supplied by Intermedia is optional. The charge for this service is separate and set forth in the Pricing Schedule under the category “Optional Manual Update”; and
- (5) Providing Intermedia with reference data required to ensure that Intermedia's Customer will be routed to the correct Control Office when originating a E9-1-1 call.

(e) In the event of an CBT or Intermedia E9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the E9-1-1 Service between the Parties.

- (f) CBT will provide the order number and circuit identification code in advance of the service due date.
- (g) Intermedia or its third-party agent will provide CNA data to CBT for use in entering the data into the E9-1-1 database. The initial CNA data will be provided to CBT in a format prescribed by CBT. Intermedia is responsible for providing CBT updates to the CNA data and error corrections that may occur during the entry of CNA data to the CBT E9-1-1 Database System. Intermedia shall reimburse CBT for any additional database charges, if any, incurred by CBT for errors in CNA data updates caused by Intermedia or its third party agent. CBT will confirm receipt of such data and corrections by the next Business Day by providing Intermedia with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (h) Intermedia will monitor the E9-1-1 circuits for the purpose of determining originating network traffic volumes. Intermedia will notify CBT if traffic study information indicates that additional circuits are required to meet the current level of E9-1-1 call volumes.
- (i) Incoming trunks for E9-1-1 shall be engineered to assure minimum P.01 grade of service, as measured using the “busy day/busy hour” criteria.

- (j) All E9-1-1 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).
- (k) Intermedia shall report errors, defects and malfunctions to CBT. CBT shall provide Intermedia with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

### 3.8.3 Compensation.

In addition to the amounts specified in **Section 3.8.2**, Intermedia shall compensate CBT as set forth in the Pricing Schedule.

### 3.8.4 Additional Limitations of Liability Applicable to E9-1-1 Service.

- (a) CBT is not liable for the accuracy and content of CNA data that Intermedia delivers to CBT. Intermedia is responsible for maintaining the accuracy and content of that data as delivered. However, as custodian of the data CBT must exercise reasonable care of the data.
- (b) Notwithstanding anything to the contrary contained herein, CBT's liability to Intermedia and any third person shall be limited to the maximum extent permitted by applicable law.

### 3.8.5 Database and Network Requirements.

The Implementation Team shall identify that information that Intermedia must provide CBT so that CBT can provide Intermedia with the E9-1-1 services described herein.

3.8.6 CBT shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from Intermedia. The Carrier Code will be used to identify the carrier of record in INP configurations. The NENA Carrier Code for Intermedia is "ICI".

## **ARTICLE IV TRANSMISSION AND ROUTING OF TRAFFIC PURSUANT TO SECTION 251(c)(2)**

**4.1 Scope of Traffic.** **Article IV** prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in **Article III** for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

**4.2 Limitations.** No party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

**4.3 Trunk Group Architecture and Traffic Routing.** The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 The Parties shall mutually agree to initially configure either a one (1)-way or two (2)-way trunk group as a direct transmission path through the Interconnection Point(s) specified in **Schedule 2.1**. Intermedia shall specify the Digital Signal Level of the trunk facilities (e.g., DS0, DS1 or higher, where available) consistent with the forecasting requirements in **Section 19.5.2**.

4.3.2 CBT shall ensure that each Tandem connection permits the transport of traffic to all End Offices that sub-tend such Tandem to which transport is technically feasible. Each Party shall establish and maintain separate logical trunk groups connected to each CBT Tandem that serves, or is sub-tended by End Offices that serve, Customers within the Exchange Areas served by such Tandem Switches. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.3.3 Tandem Exhaust. If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Intermedia and CBT Customers. For purposes of this Agreement, **“Busy Season”** means any three (3) consecutive month period.

4.3.4 The Committee will work to establish direct trunking criteria that will provide for efficient network utilization.

4.3.5 Mutual Agreement. As mutually agreed upon by the Parties, the Parties may install additional direct End Office trunking in the absence of the conditions set forth in **Sections 4.3.3 and 4.3.4** above.

#### **4.4 Signaling.**

4.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party is responsible for providing its portion of the signaling links and ports on its STPs necessary to provide CCIS signaling to support the exchange of traffic under this Agreement.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a

third-party provider that is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

4.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters where applicable will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available, and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

**4.5 Grades of Service.** The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Implementation Plan. A blocking standard of one-half of one percent (0.005) for all final trunk group traffic via tandem and a blocking standard of one percent (0.01) during the average busy hour for all other final trunk group traffic, as defined by industry standards, shall be maintained.

**4.6 Measurement and Billing.** The Parties shall measure Interconnection in accordance with this **Section 4.6** and bill in accordance with **Article XXVII** and this **Section 4.6**.

4.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The factors will be reevaluated every three (3) months and provided to the Other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (i.e., no default). If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly period on a specific trunk, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic and, if applicable, Exchange Access Traffic be established for that specific trunk.

4.6.2 Intermedia and CBT agree to exchange such reports and/or data as provided in this **Section 4.6** to facilitate the proper billing of traffic. Either Party may request an examination pursuant to **Section 28.2** of such usage reports upon thirty (30) days' written notice. Such examination shall be requested within six (6) months of having received the PLU factor and usage reports from the other Party and shall be performed during Normal Business Hours.

4.6.3 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time for Local Traffic and (ii) in accordance with applicable tariffs for all other types



of Telecommunications traffic. The total conversation seconds will be totaled for the entire monthly bill cycle and then rounded to the next whole minute..

**4.7 Reciprocal Compensation Arrangements -- Section 251(b)(5).** Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this **Section 4.7**. Compensation for the transport and termination of any Exchange Access Traffic shall be pursuant to **Article VI**.

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by CBT or Intermedia that a Telephone Exchange Service Customer originates on CBT's or Intermedia's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rates provided in the Pricing Schedule; provided, however, that compensation for local traffic will be reciprocal and symmetrical. The Party on whose network the call originates shall pay the Party on whose network the call terminates as follows: (a) Local traffic between the Parties on trunks between Intermedia's switch and CBT's tandem switch will be rated as Tandem switched calls (utilizing the tandem switching, tandem transport facility mileage and end office local termination rate elements), and (b) Local traffic on direct trunks between CBT's end office switches and Intermedia's switch will be rated as End Office to End Office calls (utilizing the end office local termination rate element).

4.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.7.3 Each Party shall charge the other Party its effective applicable federal-and state-tariffed IntraLATA FGD-switched access rates for the transport and termination of all IntraLATA Toll Traffic.

4.7.4 Compensation for transport and termination of all traffic that has been subject to performance of INP by one Party for the other Party pursuant to **Article XIII** shall be as specified in **Section 13.8**.

4.7.5 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article IV shall conform to the recommendations, findings and conclusions of the Committee.

**ARTICLE V**  
**TRANSMISSION AND ROUTING OF EXCHANGE**  
**ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

**5.1 Scope of Traffic.** Article V prescribes parameters for certain trunk groups (“**Access Toll Connecting Trunks**”) to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and non-translated 800 traffic between Intermedia Telephone Exchange Service Customers and Interexchange Carriers. Exchange Access traffic shall be routed pursuant to this Article V.

**5.2 Trunk Group Architecture and Traffic Routing.**

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks between Intermedia and CBT by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Intermedia's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and non-translated Toll Free traffic (e.g., 800/888) to allow Intermedia's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to the CBT access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be one-way or two-way trunks as mutually agreed connecting an End Office Switch that Intermedia utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in the given LATA to an access Tandem Switch CBT utilizes to provide Exchange Access in the LATA.

**5.3 Logical Trunk Groups.** In the LATA identified on Schedule 2.1, each Intermedia Switching Center Switch in that LATA shall subtend the CBT Access Tandem in that LATA via logical trunk groups, as provided in Section 4.3.2.

**5.4 End Office Access.** Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

## ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

### 6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (“MECAB”) document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification (“CIC”) of the IXCs that may utilize any portion of either Party’s network in an Intermedia/CBT MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.

6.1.2 Intermedia shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in **Schedule 6.0** and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in **Schedule 6.0** as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association (“NECA”) FCC Tariff No. 4.

6.1.4 Each Party shall implement the “**Multiple Bill/Multiple Tariff**” option in order to bill the IXC for each Party’s own portion of jointly provided Telecommunications Service.

### 6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer using the Exchange Message Record (“EMR”) format. CBT has two billing systems, each of which has a fixed billing period. Resale and Unbundled Ports will be in the 1st CRIS billing period every month; and, unbundled loops will be in the 7th CABS billing period every month. These billing periods coincide with current CABS and CRIS billing procedures. CABS bills are currently received via NDM and CRIS bills will be sent via NDM, if requested by Intermedia. Bill Data Tapes will be shipped overnight.

6.2.2 Intermedia shall provide to CBT, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records), via electronic data transfer using a mutually agreed upon format.

6.2.3 CBT shall provide to Intermedia, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) via daily electronic data transfer via dedicated dial-up, using EMR format. In any event, CBT shall provide the information on magnetic tape no later than ten (10) calendar days from the usage recording date. CBT and Intermedia shall use best efforts to utilize electronic data transfer.

6.2.4 Each Party shall coordinate and exchange the billing account reference (“**BAR**”) and billing account cross reference (“**BACR**”) numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.2.5 When CBT records on behalf of Intermedia and Access Detail Usage Data is not submitted to Intermedia by CBT in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined and if as a result Intermedia is delayed in billing IXC, then late payment charges will be payable by CBT to Intermedia. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.2.6 If Summary Access Usage Data is not submitted to CBT in a timely fashion or if it is not in proper format as previously defined and if as a result CBT is delayed in billing IXC, then late payment charges will be payable by Intermedia to CBT. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the subsequent billing company in a timely fashion.

### **6.3 Errors or Loss of Access Usage Data.**

6.3.1 Errors may be discovered by Intermedia, the IXC or CBT. Each Party agrees to use reasonable efforts to provide the Other Party with notification of any discovered errors within two (2) Business Days of such discovery. A Party may recover against the other Party due to errors or loss of access usage whenever a Party’s IXC customer successfully asserts any claim for which the Party making the error is responsible.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on three (3) months of prior usage data. In the event three (3) months of prior usage data is not available, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

**6.4 Payment.** The Parties shall not charge one another for the services rendered pursuant to this Article VI.

**6.5 Additional Limitation of Liability Applicable to Meet-Point Billing Arrangements.** In the event of errors, omissions, or inaccuracies in data received from a Party, the Party providing such data shall provide corrected data. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2; provided, however, that the Party responsible for the lost data shall credit the other Party for any amounts billed pursuant to data developed as described in Section 6.3.2 and not paid by the IXC to whom such usage has been billed.

## ARTICLE VII BLV/BLVI TRAFFIC

**7.1 Busy Line Verification.** Busy Line Verification (“BLV”) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

**7.2 Busy Line Verification Interrupt.** Busy Line Verification Interrupt (“BLVI”) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call, and the applicable charge applies whether or not the called party releases the line.

**7.3 BLV/BLVI Traffic.** Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

**7.4 BLV/BLVI Compensation.** Each Party shall compensate the other Party for BLV/BLVI traffic as set forth in the pricing schedule.

**ARTICLE VIII  
TRANSIT SERVICE**

**8.1 Transit Service.** CBT shall provide Intermedia Transit Service as provided in this Section 8.1.

**8.2 Transit Service Defined.** “**Transit Service**” means the delivery of certain traffic between Intermedia and a third-party LEC or CMRS provider by CBT over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from Intermedia to such third-party LEC or CMRS provider and (ii) IntraLATA Toll Traffic originated from such third-party LEC or CMRS provider and terminated to Intermedia where CBT carries such traffic pursuant to the Commission's primary toll carrier (“**PTC**”) plan or other similar plan.

**8.3 Compensation for Transit Service.** The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Intermedia that is delivered over the Transit Service (“**Transit Traffic**”), Intermedia shall pay to CBT a Transit Service charge as set forth in the Pricing Schedule.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Intermedia from a third-party LEC or CMRS provider (i) that is not subject to PTC arrangements (regardless of whether CBT is the PTC) and (ii) CBT has a transiting arrangement with such third-party LEC or CMRS provider that authorizes CBT to deliver such traffic to Intermedia (“**Other Party Transit Agreement**”), then CBT shall deliver such Local Traffic and IntraLATA Toll Traffic to Intermedia in accordance with the terms and conditions of such Other Party Transit Agreement, and such third-party LEC or CMRS provider (and not Intermedia) shall be responsible to pay CBT the applicable Transit Service charge.
- (c) For IntraLATA Toll Traffic that is subject to a PTC arrangement and where CBT is the PTC, CBT shall deliver such IntraLATA Toll Traffic to or from Intermedia in accordance with the terms and conditions of such PTC arrangement.

**8.4 Duration of Obligation.** While the Parties agree that it is the responsibility of each third-party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to Intermedia, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third-party LEC or CMRS provider to deliver Local Traffic and IntraLATA Toll Traffic to Intermedia and (ii) the termination of this Agreement, CBT will provide Intermedia with Transit Service.

**8.5 Signaling.** To the extent that networks involved in transit traffic deliver calls with CCIS and the appropriate Transactional Capabilities Application Part (“TCAP”) message, CBT will deliver such information to the terminating third-party LEC or CMRS provider. In all cases, Intermedia is responsible to follow the EMR standard and exchange records with both CBT and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

**ARTICLE IX  
UNBUNDLED ACCESS -- SECTION 251(c)(3)**

**9.1 Access to Network Elements.**

9.1.1 CBT shall provide Intermedia access to CBT's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this **Article IX**. CBT shall provide Intermedia access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions and capabilities in accordance with the terms and conditions of **Article II**, in a manner that shall allow Intermedia to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this Article IX, CBT shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to Intermedia if:

- (1) The Commission concludes that:
  - (a) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Intermedia on an unbundled basis; and
  - (b) Intermedia could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within CBT's network; or
- (2) The Commission concludes that the failure of CBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service Intermedia seeks to offer, compared with providing that service over other unbundled Network Elements in CBT's network.

9.1.3 CBT shall be required to make available Network Elements, including facilities and software necessary to provide such Network Elements, where available. If CBT makes available Network Elements that require special construction, Intermedia shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the

nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on **Schedule 9.9**.

9.1.4 CBT shall permit Intermedia to connect Intermedia's facilities or facilities provided to Intermedia by third parties with each of CBT's unbundled Network Elements at any point on CBT's network designated by Intermedia that is technically feasible.

**9.2 Network Elements.** At the request of Intermedia, CBT shall provide Intermedia access to the following Network Elements on an unbundled basis:

9.2.1 Local Loops, as more fully described on **Schedule 9.2.1**;

9.2.2 The Network Interface Device, as more fully described on **Schedule 9.2.2**;

9.2.3 Switching Capability, as more fully described on **Schedule 9.2.3**;

9.2.4 Interoffice Transmission Facilities, as more fully described on **Schedule 9.2.4**;

9.2.5 Signaling Links and Call-Related Databases, as more fully described on **Schedule 9.2.5**;

9.2.6 Operations Support Systems (“OSS”) functions as more fully described on **Schedule 9.2.6**; and

9.2.7 Operator Services and Directory Assistance, as more fully described on **Schedule 9.2.7**.

**9.3 Combination of Network Elements****9.3 Combination of Network Elements.**

9.3.1 CBT shall provide Network Elements as specified in **Schedule 9.3.4** to Intermedia in a manner that shall allow Intermedia to combine such Network Elements (a “Combination”) in order to provide a Telecommunications Service.

9.3.2 Except upon the request of Intermedia, CBT shall not separate requested Network Elements that CBT currently combines.

9.3.4 CBT shall make available to Intermedia the following Combinations as described in **Schedule 9.3.4** at the rates set forth in the Pricing Schedule. Combinations that include the “Unbundled Local Loop” will be priced and configured with the Two Wire Analog Voice Grade Loop Element as described in **Schedule 9.2.1**.

9.3.4.1 Loop Combination.



9.3.4.2 Loop/Transport Combination #1. (VG Interface)

9.3.4.3 Loop/Transport Combination #2. (DS1 Interface)

9.3.5 Any request by Intermedia for CBT to provide any Combination other than as set forth in **Section 9.3.4**, to combine the unbundled Network Elements of CBT with Intermedia or to perform any other function under this **Section 9.3** shall be made by Intermedia in accordance with **Section 9.6**.

#### **9.4 Nondiscriminatory Access to and Provision of Network Elements.**

9.4.1 Subject to **Section 9.4.3**, the quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that CBT provides to Intermedia, shall be (i) the same for all Telecommunications Carriers requesting access to such Network Element and (ii) at least equal in quality to that which CBT provides to itself, its subsidiaries, affiliates or any other person, unless CBT proves to the Commission that it is not technically feasible to provide the Network Element requested by Intermedia, or access to such Network Element at a level of quality that is equal to that which CBT provides itself.

9.4.2 CBT shall provide Intermedia access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which CBT provides such elements to itself, its subsidiaries, affiliates and any other person, including the time within which CBT provisions such access to Network Elements, except as may be provided by the Commission pursuant to **Section 9.1.2**.

9.4.3 Upon the request of Intermedia, CBT shall provide to Intermedia a Network Element and access to such Network Element that is different in quality to that required under **Sections 9.4.1** and **9.4.2**, unless CBT proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality.

#### **9.5 Provisioning of Network Elements.**

9.5.1 CBT shall provide Intermedia unbundled Network Elements as set forth on **Schedule 9.5**.

9.5.2 CBT shall provide Intermedia access to CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions that relate to the Network Elements that Intermedia purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6** and the Implementation Plan.

9.5.3 Prior to submitting an order for a Network Element that replaces, in whole or in part, a service offered by CBT or any other telecommunications provider for which CBT changes a primary local exchange carrier, Intermedia shall submit a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by Intermedia under this Agreement that require a primary local exchange carrier change.

9.5.4 CBT and Intermedia shall coordinate cutover of customer lines as described in **Schedule 9.5.4**

9.5.5 If, during the course of this agreement, CBT extends its operational support hours, CBT will provide those same operational support hours to Intermedia.

## **9.6 Pricing of Unbundled Network Elements.**

9.6.1 CBT shall charge Intermedia the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for those specific Network Elements, service coordination fee and Cross-Connect charges) as specified in the Pricing Schedule. If Intermedia requests or approves an CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge Intermedia for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "**Line Connection Service**" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect a specified Network Element to any Customer- or enduser-provided element or required to interconnect contiguous Network Elements.

9.6.2 In addition to any other applicable charges under this Article IX, if Intermedia purchases unbundled Local Switching elements, Intermedia shall pay CBT charges that comply with orders and rules of the Federal Communications Commission under CC Docket Number 96-262 and any relevant order issued by the Kentucky Public Service Commission.

**9.7 Billing.** CBT shall bill Intermedia for access to unbundled Network Elements pursuant to the requirements of **Article XXVII** to this Agreement.

## **9.8 Maintenance of Unbundled Network Elements.**

9.8.1 A maintenance of service charge shall apply when any 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:

- a. No trouble is found in the Interconnection trunks; or

- b. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
- c. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.

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

9.8.3. Each Party shall bill the other Party for maintenance of service in accordance with the rates, terms and conditions contained in their respective tariffs. The Parties shall exchange maintenance of services contracts and escalation lists.

9.8.4 In answering misdirected repair calls, no Party shall make disparaging remarks about another, nor shall they use repair calls as the basis for internal referrals or to solicit customers to market services. A Party may respond with factual information in answering customer questions.

9.8.5 All Parties shall provide their respective repair numbers to each other for purposes of Customer referrals.

9.8.6 Maintenance will be performed by both Parties in a manner no less favorable than that associated with their own services.

## **9.9 Standards of Performance.**

9.9.1 CBT shall provide to Intermedia access to unbundled Network Elements in accordance with the standard intervals in **Schedule 9.9.**

9.9.2 CBT shall provide to Intermedia a quarterly report for each Reporting Period, by the last day of the following month, in a self-reporting format, the CBT NE Records, the Intermedia NE Records and the Other LEC NE Records so that the Parties can determine CBT's compliance with the CBT Network Element Standard Intervals.

## **ARTICLE X RESALE AT WHOLESALE RATES -- SECTION 251(c)(4) RESALE AT RETAIL RATES -- SECTION 251(b)(1)**

**10.1 Telecommunications Services Available for Resale at Wholesale Rates.** Commencing on the date on which the Commission approves this Agreement, at the request of Intermedia, CBT will

make available to Intermedia for resale at wholesale rates those Telecommunications Services that CBT provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, CBT will make available to Intermedia for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the “**Wholesale Resale Services**”):

- (i) Local Service - Residence, as described in the applicable tariff;
- (ii) Local Service - Business, as described in the applicable tariff;
- (iii) Message Toll Service(associated with the resale of CBT local exchange service), as described in the applicable tariff;
- (iv) PBX Trunk, as described in the applicable tariff;
- (v) ISDN Basic Rate Interface (“**BRI**”), as described in the applicable tariff;
- (vi) ISDN Primary Rate Interface (“**PRI**”), as described in the applicable tariff;
- (vii) CBT Centrex Service and associated features and functionalities, as described in the applicable tariff;
- (viii) Dedicated Communications Services (i.e., special access), as described in the applicable tariff;
- (ix) Frame Relay, as described in the applicable tariff;
- (x) Individual Customer Contracts.

The Wholesale Resale Services shall be made available to Intermedia at the wholesale discount set forth in the Pricing Schedule. The wholesale discount shall be applied to each rate element of any Telecommunications Services offered at wholesale rates.

**10.2 Other Services.** CBT may, at its sole discretion, and as agreed to by Intermedia, make available to Intermedia under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

**10.3 Limitations on Availability of Resale Services.** The following limitations shall apply to Resale Services:

10.3.1 Any Telecommunications Services that CBT offers to existing retail subscribers, but not to new subscribers (“**Grandfathered Services**”), are listed on **Schedule 10.3.1. Schedule**

**10.3.1** may be revised or supplemented from time to time to include those additional services that CBT may, at its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. CBT agrees to make Grandfathered Services available to Intermedia for resale to any Customer of CBT that subscribes to a Grandfathered Service from CBT at the time of its selection of Intermedia as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by CBT, CBT agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to Intermedia for resale to Intermedia's Customers that subscribe to such Grandfathered Service at the time it is so classified by CBT.

10.3.3 Each Party acknowledges that Resale Services shall be available to Intermedia on the same basis as offered by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Services, including CBT's retail Customers and other resellers of CBT's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by CBT to itself or to any subsidiary, affiliate or any other person, including CBT's retail Customers, and (ii) to the same extent as CBT's retail Telecommunications Services are subject to the availability of facilities.

**10.4 Additional Charges for Resale. Services.** In addition to the rates set forth in the Pricing Schedule, Intermedia shall pay CBT (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Intermedia, including channel charges, initial non-recurring charges and construction charges, and (ii) the applicable non-discounted end user common line charge, as set forth in F.C.C. No. 35, Section 4, as well as any other non-discounted end-user charges which may be set forth in Commission regulations.

#### **10.5 Restrictions on Resale Services.**

10.5.1 Intermedia may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from CBT. The same restrictions which applies to CBT's Retail Services will also apply to those same services when offered for resale.

10.5.2 CBT promotions shall only be available for resale on the following terms: (i) promotions lasting ninety (90) days or less ("Short-Term Promotions") will not be available for resale at the wholesale discounted rate, (ii) the underlying services of Short-Term Promotions will be available for resale at the tariffed rate less the wholesale discount, and (iii) long-term promotions will be available for resale at the promotional rate less the wholesale discount after it has been in effect for 90 days.

10.5.3 Notwithstanding, **Sections 10.1** and **10.2**, the following provisions apply to the resale of certain services:

- (a) **Individual Customer Contracts.** If the underlying services in an individual customer contract are contained in CBT's tariff, Intermedia may purchase those services only at the wholesale discount off the tariffed price. Customer contracts will be available for resale at

the contract rate with no discount applied if the underlying services are not contained in CBT's tariff.

(b) **Means-Tested Service.** Means-tested services shall be available for resale only to those customers that qualify for such service. Each carrier will be responsible for funding its own Link-Up benefit and is responsible for applying to NECA to receive compensating funds as CBT currently does.

(c) **Mandated Discounts.** As to any specific discount that CBT is mandated to offer, CBT is not obliged to offer the mandated discounted service at the mandated discount rate less any wholesale discount. The underlying services will be made available at the tariffed rates less the wholesale discount rate.

10.5.4 The Parties agree that applicable access charges, as established pursuant to methodologies approved by the FCC and/or the Commission, shall apply to Resale Services and shall be collected by CBT.

10.5.5 As provided within the Act, Intermedia may not purchase Resale Services unless such services are resold to a person other than Intermedia, its subsidiaries and affiliates.

10.5.6 CBT may not impose additional restrictions on Intermedia's sale of Resale Services except as permitted by the Act, the Commission or the FCC.

**10.6 New Resale Services; Changes in Provision of Resale Services.** CBT shall, via tariff filings and as provided in the Implementation Plan, notify Intermedia of any changes in the terms and conditions under which CBT offers Resale Services, including the introduction of any new features, functions, services or promotions, by serving Intermedia with a copy of the tariff filing at the time it is submitted to the Commission. In addition, CBT shall furnish Intermedia with reasonable quantities of publicly available collateral information regarding the Resale Services.

**10.7 Operations Support Systems Functions.** CBT shall provide Intermedia, upon Intermedia's request and pursuant to the Implementation Plan, nondiscriminatory access to CBT's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with the terms and schedules established in the Public Utilities Commission of Ohio's Arbitration Award in Case No. 97-152-TP-ARB, August 14, 1997 ("MCI Arbitration Award"). CBT shall provide Intermedia advance written notice of any material changes to CBT operating support systems functions per article XI.

## **10.8 Nondiscriminatory Provision of Resale Services.**

10.8.1 Resale Services made available by CBT for resale hereunder shall be equal in quality to that provided by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Service, including CBT's retail Customers. Access to Operations Support Systems functions for ordering provisioning, repair, and maintenance and billing shall be of equivalent

function to that provided by CBT to itself, or to any subsidiary, affiliate or any other person to which CBT directly provides such access.

10.8.2 CBT shall provision Resale Services with the same timeliness that such Resale Services are provisioned to CBT's subsidiaries, affiliates or other persons to whom CBT directly provides the Resale Service, including CBT's retail Customers.

10.8.3 CBT shall provide to Intermedia equivalent functionality of blocking calls (e.g., 700, 900 and 976) and Billed Number Screening (BNS), including necessary LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls to the extent that such functionalities are provided to CBT's retail Customers.

## **10.9 Standard Intervals.**

10.9.1 CBT shall provide Resale Services to Intermedia in accordance with the standard interval guidelines in **Schedule 10.9**.

10.9.2 CBT shall provide to Intermedia a quarterly report for each Reporting Period, by the last day of the following month, in a self-reporting format, the CBT Resale Records, the Intermedia Resale Records and the Other Reseller Records so that the Parties can determine CBT's compliance with the Resale Standard Intervals

## **10.10 Branding.**

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, then CBT shall unbrand or rebrand such features of such offered Resale Service as requested by Intermedia for Intermedia's Customers via separate trunk groups, line class codes or any other technically feasible method. If the Commission determines that CBT cannot comply with Intermedia's branding request, CBT will provide unbranding. Requests for additional customized routing shall be done via the BFR process.

10.10.2 Upon Intermedia's request, CBT shall make available to Intermedia the ability to route:

- (i) Local Directory Assistance calls dialed by Intermedia's Customers directly to Intermedia Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls dialed by Intermedia Customers directly to the Intermedia Local Operator Services platform. Such traffic shall be routed over trunk groups between CBT End Offices and the Intermedia Local Operator

Services platform, using standard Operator Services dialing protocols of 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit Intermedia Customers to dial the same telephone numbers for CBT Directory Assistance and Local Operator Service that similarly situated CBT Customers dial for reaching equivalent CBT services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that CBT shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

10.10.4 Intermedia shall not, without CBT's prior written consent, offer any Resale Service to any Customer under any brand name of CBT, its subsidiaries or its affiliates, nor shall Intermedia state or imply that there is any joint business association or any similar arrangement with CBT in the provision of Resale Service to Intermedia's Customers, except to the extent Intermedia deems it necessary to advise its Customers that CBT's personnel will perform work on behalf of Intermedia under this Agreement or that some facilities used in provisioning service are owned and maintained by CBT; provided, however, Intermedia shall make no disparaging statements about such facilities or services.

10.10.5 In those instances where Intermedia requires CBT personnel to interface directly with Intermedia's Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as CBT's employees performing work for Intermedia, except as elsewhere provided in this agreement.

10.10.6 CBT shall identify any service call materials, including "no access" cards and time-and-materials invoices furnished during service calls by CBT personnel to Intermedia's Customers by using preprinted cards or stickers provided by Intermedia, that contain Intermedia's name/logo, Intermedia's address, and Intermedia's customer service telephone number.

10.10.7 In no event shall CBT personnel acting on behalf of Intermedia pursuant to this Agreement provide information to any existing Intermedia Customer about CBT products or services, unless mutually agreed in writing by the Parties, or disparage Intermedia and/or Intermedia service or products. Upon an inquiry initiated by the customer, CBT personnel may refer the customer to CBT's business office, but in no instance shall CBT personnel provide written literature.

10.10.8 Intermedia shall pay CBT's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this Section 10.10.

## **10.11 Primary Local Exchange and Interexchange Carrier Selections .**



10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. CBT shall not require a disconnect order from an Intermedia Customer or another LEC in order to process an Intermedia order for Resale Service for an Intermedia Customer. CBT shall advise Intermedia whenever an Intermedia Customer has selected another primary local exchange carrier by giving notice within twenty-four (24) hours of the change being provisioned by CBT. Until the FCC or the Commission adopts final rules and procedures regarding selection of a primary local exchange carrier, Intermedia shall deliver to CBT a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by Intermedia under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to CBT prior to the first order submitted by Intermedia hereunder. Intermedia shall retain on file all applicable Documentation of Authorization (as defined in **Schedule 10.11.1**), including letters of agency or any other method permitted by Applicable Law relating to the Customer's selection of Intermedia as its primary local exchange carrier. Such documentation shall be available for inspection by a Party or the Commission at its request during Normal Business Hours, when such documentation is at issue.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (“**Unauthorized Switching**”), the Party that initiated the change shall switch that Customer back to the specified Carrier. In the case of unauthorized changes of any Customers to another LEC, the Commission’s rules, when established, regarding such unauthorized changes shall apply.
- (b) If CBT reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, CBT agrees to report on Intermedia unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event that either (i) the Resale Tariff is withdrawn by CBT or materially revised or (ii) there is no other Applicable Law relating to Local Exchange Carrier selection disputes, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in **Section 28.3** will be implemented.

10.11.3 When CBT receives an order for Resale Service from Intermedia for Intermedia's Customer and CBT currently provides resale local exchange Telecommunications Services to another carrier (“**Carrier of Record**”) for the same Customer, CBT shall notify such Carrier of

Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and Intermedia to resolve any issues related to that Customer. Intermedia agrees to indemnify and hold CBT harmless against any and all Losses that may result from CBT acting under this **Section 10.11.3** to change a Customer to Intermedia at Intermedia's direction, if such order is demonstrated to be an Unauthorized Switch.

10.11.4 When notified by Intermedia or through the Customer Access Record Exchange system (CARE) that a Customer has changed its primary interexchange carrier ("**PIC**") selection only from one IXC to another IXC, CBT shall only provision the PIC change. CBT may modify its process to conform with industry-accepted standards and shall conform with the requirements of the FCC or the Commission. CBT shall bill Intermedia, not the end-user customer, for the PIC change charge.

## **10.12 Functionality Required To Support Resale Service.**

10.12.1 Directory Listing Requirements. CBT shall make available to Intermedia for Intermedia Customers directory listings in accordance with the provisions of **Article XV**.

10.12.2 LEC-Assigned Telephone Calling Card Numbers. Should CBT during the term of this agreement provide LEC assigned telephone calling card numbers, effective thirty (30) days after the date of a Customer's subscription to Intermedia's service, CBT will block the LEC-assigned telephone line calling card number Line Identification Database ("**LIDB**"), unless otherwise agreed to in the Implementation Plan.

10.12.3 Telephone Assistance Programs. Upon conversion to Intermedia's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. CBT will continue to administer the Telecommunications Assistance Program for the Customer on behalf of Intermedia. If Intermedia's Customer is newly qualified for a Telecommunications Assistance Program, Intermedia must send CBT the necessary qualification documentation.

10.12.4. Special Services. If CBT makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("**Special Services**"), CBT shall provide such data to Intermedia on the CSR made available to CBT for its Customers. For usage by an Intermedia Customer of a Telephone Relay Service, CBT will provide Intermedia with all billing information furnished to CBT by the provider of the Telephone Relay Service.

10.12.5. Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.5**.

10.12.6. CBT shall cooperate with Intermedia to ensure the continued provision of appropriate services necessary to serve TTY/TDD customers when migrating from one carrier to another.

### **10.13 Service Functions.**

#### 10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, Intermedia shall be the primary point of contact for all Intermedia Customers.
- (b) Service Referrals. CBT shall refer all questions from any Intermedia resale Customer regarding any Intermedia service or product directly to Intermedia in accordance with the procedures set forth in the Implementation Plan. CBT shall use its best efforts so that all CBT representatives who receive such inquiries regarding Intermedia services do not in any way disparage or discriminate against Intermedia or its products or services and do not provide information about CBT products or services during such Customer contact except as described in **Section 10.10.7**.
- (c) Customer Contact Employee Training. CBT shall provide training for all its employees who may communicate, either by telephone or face to face, with Intermedia Customers so that the requirements of this Agreement are met. Furthermore, the same quality standards that CBT requires of its employees when contacting an CBT Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Intermedia Customers.

#### 10.13.2 Access To Operations Support Systems Functions – Provisioning.

- (a) Pre-Ordering, Ordering and Provisioning. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with Resale Services. The interface will be administered through gateways that will serve as points of contact for the transmission of such data. These gateways will provide for equivalent functionality for pre-ordering, ordering and provisioning (as such items are defined in this Section 10.13.2) as CBT uses in its provision of retail services for the above functions. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), Telecommunications Industry Forum (TCIF), Electronic Data Interchange (EDI) Customer Service Guideline, issue 5, and provide the functionality described in **Schedule 10.13.2**. If, during the course of this agreement, CBT extends its operational support hours, CBT will provide those same operational support hours to Intermedia.

- (b) Service Ordering and Provisioning. Service Orders will be placed by Intermedia and provisioned by CBT in accordance with the procedures described in this **Section 10.13** and the Implementation Plan. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100.
- (c) Provisioning Support. CBT shall provide provisioning support to Intermedia on the same basis CBT provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties. If, during the course of this agreement, CBT extends its operational support hours, CBT will provide those same operational support hours to Intermedia.
- (d) Requests for Service Changes. Where CBT provides installation, CBT's representatives shall inform an Intermedia Customer to contact Intermedia if such Customer requests a service change at the time of installation.
- (e) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, CBT may not initiate any disconnect, suspension or termination of an Intermedia Customer's Resale Service, unless directed to do so by Intermedia by transmission of a Service Order or CBT's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than Intermedia.

#### 10.13.3 Access to Operations Support Systems Functions – Maintenance.

- (a) Maintenance and Repair. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through gateways that will serve as points of contact for the transmission of such data. These gateways will provide for equivalent functionality for maintenance and repair (as such items are defined in this Section 10.13.3) as CBT uses for maintenance and repair of its retail services.
- (b) Maintenance. Maintenance will be provided by CBT as set forth in the Implementation Plan and in accordance with the requirements set forth in **Sections 10.7** and **10.8** and **Schedule 10.13**.

### 10.14 Responsibilities of Intermedia.

10.14.1 Intermedia shall be responsible for providing to its Customers and to CBT a telephone number or numbers that Intermedia's Customers can use to contact Intermedia in the event of service or repair requests. If Intermedia's Customers contact CBT with regard to such requests, CBT

shall inform such Customers that they should call Intermedia and will provide Intermedia's contact number to such Customers.

10.14.2 Intermedia shall provide CBT with accurate and complete information regarding Intermedia's Customers in a method reasonably prescribed by CBT, and agreed to by Intermedia, to allow CBT to keep its Emergency Telephone Number Service database updated, if CBT maintains such a database.

10.14.3 Prior to the Effective Date, Intermedia shall have received and communicated to CBT its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code and its Operating Company Number.

**10.15 Responsibilities of CBT.** CBT shall provide access to the following services where CBT is the underlying E9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service that includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Enhanced E9-1-1 (“**E9-1-1**”) service, provides for routing of all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls, as well as additional features, such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAPs serving Customers within that Central Office area.
- (iii) 911 call routing to the appropriate PSAP. CBT shall provide and validate Intermedia Customer information to the PSAP. CBT shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Intermedia Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support E9-1-1 services.

Both Intermedia and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 911 number, except as provided in any applicable tariff or pursuant to Applicable Law.

#### **10.16 Exchange of Billing Information.**

10.16.1 CBT shall provide Intermedia a specific Daily Usage File (“**DUF**”) for Resale Services provided hereunder (“**Customer Usage Data**”). Such Customer Usage Data shall be recorded by CBT in accordance with EMR Standards. CBT will review the implementation of new standards as appropriate. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic that CBT currently records, in EMR format, for each individual Resale Service and shall include sufficient detail to enable Intermedia to bill its Customers for Resale Services provided

by CBT. Procedures and processes, including, but not limited to, those set forth on **Schedule 10.16**, for implementing the Customer Usage Data Exchange interface will be included in the Implementation Plan. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by CBT to Intermedia.

10.16.2 Interexchange call detail forwarded to CBT for billing, which would otherwise be processed by CBT, will be returned to the IXC and will not be passed through to Intermedia. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. If Intermedia does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

10.16.3 Intermedia shall be responsible for providing all billing information to its Customers who purchase Resale Services from Intermedia.

10.16.4 CBT shall bill Intermedia for Resale Services provided by CBT to Intermedia pursuant to the provisions of **Article XXVII**. CBT shall recognize Intermedia as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Intermedia. The bill will include sufficient data to enable Intermedia to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

## **10.17 Use of Service.**

10.17.1 Intermedia, and not CBT, shall be responsible to ensure that its and its Customers' use of the Resale Services complies at all times with Applicable Law. CBT may refuse to furnish or may disconnect Resale Services of Intermedia or, as appropriate, to an Intermedia Customer when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) CBT is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CBT is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Intermedia or as ordered by a court.

10.17.3 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to CBT the written

finding of a judge, then upon written request of Intermedia and agreement to pay restoral of Resale Service charges and other applicable charges, CBT shall promptly restore such Resale Service.

10.17.4 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. § 227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and that are calling party- or called party-controlled, are expressly prohibited.

10.17.5 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or CBT's Customers.

10.17.6 If Intermedia's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or of Intermedia's or CBT's Customers, Intermedia shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

## **ARTICLE XI NOTICE OF CHANGES -- SECTION 251(c)(5)**

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes for access to Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

## **ARTICLE XII COLLOCATION -- SECTION 251(c)(6)**

**12.1 Physical Collocation.** CBT shall provide to Intermedia Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that CBT will provide for Virtual Collocation of such equipment if CBT demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CBT shall provide Intermedia Collocation only for the purpose of Interconnection or access to CBT's Network Elements.

**12.2 Virtual Collocation in Physical Collocation Space.** Where Intermedia is Virtually Collocated on the Effective Date in a space that was prepared for Physical Collocation, Intermedia may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to CBT's applicable tariffs or (ii) revert to Physical Collocation, in which case Intermedia shall coordinate with CBT for rearrangement of its transmission equipment and facilities, for which CBT shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

**12.3 Virtual Collocation in Virtual Collocation Space.** Where Intermedia is Virtually Collocated in a space that was initially prepared for Virtual Collocation, Intermedia may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to the terms of this Agreement and applicable tariffs or (ii) unless it is not practical for technical reasons or because of space limitations, as demonstrated by CBT to the Commission, convert its Virtual Collocation to Physical Collocation at such Premises, in which case Intermedia shall coordinate the construction and rearrangement with CBT of its transmission equipment and facilities, for which Intermedia shall pay CBT at the rates set in the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

**12.4 Nondiscriminatory Collocation.** Collocation shall be made available to Intermedia by CBT on a basis that is at parity to the priorities that CBT provides to itself, its subsidiaries, affiliates or other persons. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to Intermedia under this Agreement shall be at parity to that which CBT provides in its network to itself, its subsidiaries, its affiliates or other persons.

**12.5 Eligible Equipment.**

12.5.1 Intermedia may Collocate equipment necessary for Interconnection, or access to CBT's Network Elements, including the following types of equipment:

- (a) OLTM equipment;
- (b) Multiplexers;
- (c) Digital Cross-Connect Panels and Systems;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier, including Next Generation Digital Loop Carrier(utilizing transmission capabilities and termination functionality);
- (f) Data voice equipment;
- (g) Equipment used to facilitate hubbing architectures (e.g., SONET terminating equipment used for hubbing);



- (h) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402; and
  - (i) equipment used for signal regeneration functions.

12.5.3 For a Virtual Collocation arrangement, Intermedia may designate the make/model and vendor of the equipment necessary for interconnection or access to unbundled network elements. Such equipment must meet the network compatibility and standards set forth in this agreement and agreed to by Intermedia and CBT. Intermedia shall make available sufficient quantities of maintenance spares to allow CBT to maintain and repair the Intermedia-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.4 Intermedia will be responsible for payment of all reasonable costs incurred by CBT resulting from Intermedia's choice of equipment. The costs may include, but are not limited to, the training of CBT employees for the installation, maintenance, repair and operation of the equipment if the equipment is different from (i) the equipment CBT uses in its network, or (ii) the equipment another Virtual Interconnector uses in that particular Virtual Collocation location.

12.5.5 Intermedia may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more CBT Central Offices destined for termination at another CBT Central Office.

12.5.6 **Restrictions.** Intermedia shall not be permitted to Collocate switching equipment or equipment used to provide enhanced services (e.g., Voice Mail). Intermedia shall disable any switching functionalities inherent in any equipment Intermedia places in its Collocation space.

**12.6 Transmission Facility Options.** For both Physical Collocation and Virtual Collocation, Intermedia may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from CBT or provide its own or third-party leased fiber optic transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CBT's Premises.

**12.7 Interconnection with other Collocated Carriers.** Upon written request to CBT, Intermedia shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at CBT's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities (“**Co-Carrier Cross-Connect**”) so long as (i) Intermedia's and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with CBT or for access to CBT's Network Elements or services (except that the Parties acknowledge that Intermedia may Collocate equipment necessary to connect to such other collocating Telecommunications Carrier (i.e., a multiplexer) that may not be directly connected to CBT for access

to CBT's Network Elements but will connect at some point to CBT's network), (ii) Intermedia provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with CBT's technical and engineering requirements and (iii) the connecting transmission facilities of Intermedia and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within CBT's Premises. In the event that such Co-Carrier Cross-Connect is used to connect with the Virtual Collocation equipment of Intermedia or another Telecommunications Carrier, CBT shall provide the Cross-Connect on an individual case basis at rates set in accordance with the Act.

## **12.8 Interconnection Points and Cables.** CBT shall:

12.8.1 provide Intermedia an Interconnection point or points physically accessible by both CBT and Intermedia, at which the fiber optic cable (or other necessary facility as per Intermedia's Bona Fide Request) carrying Intermedia's circuits can enter CBT's Premises; provided that CBT shall designate Interconnection Points as close as reasonably possible to CBT's Premises;

12.8.2 provide at least two (2) such Interconnection points at CBT's Premises at which there are at least two (2) entry points for Intermedia's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

## **12.9 Allocation of Collocation Space.**

12.9.1 Intermedia may reserve Collocation space for its future use in CBT's Premises in accordance with the provisions of **Schedule 12.9.1**. CBT shall notify Intermedia in writing if another Telecommunications Carrier requests Collocation space that is reserved by Intermedia. Intermedia shall, within five (5) Business Days of receipt of such notice, provide CBT either (i) written notice that Intermedia relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of Intermedia to respond to CBT within the foregoing five (5) Business Day period shall be deemed an election by Intermedia to relinquish such space.

12.9.2 CBT shall not be required to lease or construct additional space in a Premises to provide Intermedia Physical Collocation when existing space in such Premises has been exhausted.

12.9.3 Intermedia will provide CBT with a two (2)-year rolling forecast of its estimated requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in **Schedule 12.9.3**.

**12.10 Security Arrangements.** Intermedia shall comply, at Intermedia's sole cost and expense, with reasonable security arrangements as designated by CBT to separate Intermedia's Collocation space from CBT's facilities including, but not limited to the construction of a collocation cage for Intermedia's Physical Collocation space.

**12.11 Subcontractor and Vendor Approval.** CBT shall permit Intermedia to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by CBT. Approval of such subcontractors by CBT shall be based on the same criteria it uses in approving contractors for its own purposes. In addition, CBT shall allow Intermedia to have an CBT-approved vendor install updates to Collocated equipment, including software updates.

**12.12 Delivery of Collocated Space.**

12.12.1 CBT shall provide Intermedia with a single point of contact for all inquiries regarding Collocation. Intermedia shall request space for Collocation by delivering a written request to CBT. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities Intermedia will require for such space, (iv) the equipment to be housed in such space, (v) Intermedia's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Intermedia's Collocated equipment, (vii) the specific level of diversity for fiber (or other facility as per Intermedia's **Bona Fide Request**) and power cabling to and from the Collocated space and (viii) the date on which Intermedia intends to initiate service from such space. CBT shall notify Intermedia in writing within ten (10) Business Days of receiving Intermedia's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, CBT shall specify in its notice to Intermedia when space for Physical Collocation will be made available to Intermedia and shall offer to Intermedia Virtual Collocation Space in accordance with **Section 12.12.3**.

12.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of Intermedia's request, CBT shall include in its notice to Intermedia (i) the space to be provided and (ii) whether CBT can deliver the space to Intermedia by the date set forth in **Section 12.12.2(c)**.
- (b) If Intermedia's requested Physical Collocation space is available, CBT and Intermedia shall have an initial walkthrough of such space within ten (10) Business Days after CBT's receipt of Intermedia's Initial COBO Payment. CBT shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of Intermedia that will be billed as extraordinary expenses and provide for a parallel installation sequence.
- (c) CBT shall deliver to Intermedia the requested space on or before the later of (i) one hundred twenty (120) days from CBT's receipt of Intermedia's request for Collocation, (ii) one hundred twenty (120) days from the receipt of Intermedia's Initial COBO Payment (as provided on **Schedule 12.12**) and (iii) such other reasonable date that the Parties may agree upon if it is

not feasible for CBT to deliver to Intermedia such space within the foregoing intervals (such date of delivery referred to as the “**Delivery Date**”).

- (d) Physical Collocation space requested by Intermedia will be made available to Intermedia by CBT as more fully described in **Section 1 of Schedule 12.12**.
- (e) If CBT does not provide Intermedia with its Collocated space by the Delivery Date and such delay is caused directly by CBT's actions or its failure to act (and not by an Intermedia Delaying Event), Intermedia shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) CBT may begin billing Intermedia for recurring charges for the Collocated space on the Occupancy Date. For purposes of this **Article XII**, “**Occupancy Date**” shall mean the date on which such space is made available for Intermedia's use (i) the Parties have completed the acceptance walkthrough of Intermedia's Physical Collocation Space and (ii) no material exceptions for such space have been noted or remain outstanding. Intermedia shall vacate the Collocated space if either (i) Intermedia fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) Intermedia fails to Interconnect to the CBT network within one hundred and fifty (150) days of the Occupancy Date. If Intermedia is required to vacate the space pursuant to this **Section 12.12.2(f)**, Intermedia shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Intermedia still requires Collocation in that Premises, Intermedia shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.
- (g) Physical Collocation will be subject to the additional rules and regulations set forth in Section 2.0 of Schedule 12.12.
- (h) CBT shall provide positive confirmation to Intermedia when construction of Intermedia Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (i) After completion of construction but prior to occupancy, Intermedia and CBT will complete an acceptance walkthrough of all Collocated space

requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction by CBT of any exceptions noted by Intermedia from Intermedia's original request for Collocation (as modified by any changes requested by Intermedia) shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by Intermedia.

- (j) Intermedia shall pay the incremental cost incurred by CBT as the result of any Intermedia Change Order applicable to construction of Physical Collocation space.
- (k) The Implementation Team shall identify at least one contact for each Party, including name(s) and telephone number(s), responsible for the following areas relating to Collocation:
  - 1. Engineering;
  - 2. Physical and Logical Security;
  - 3. Provisioning;
  - 4. Billing;
  - 5. Operations;
  - 6. Site and Building Managers; and
  - 7. Environmental and Safety.

(l) The Implementation Team shall also establish an escalation process which includes names, telephone numbers and escalation order for each Party in order to resolve disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

### 12.12.3 Virtual Collocation.

- (a) If Intermedia requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Intermedia elects Virtual Collocation, and such Virtual Collocation is available at the time of Intermedia's request, CBT shall include in its notice to Intermedia described in **Section 12.12.1**, (i) the space to be provided and (ii) whether CBT can deliver the space to Intermedia by the date set forth in **Section 12.12.3(c)**.
- (b) CBT and Intermedia will have an initial walkthrough of the Collocated space to be provided to Intermedia for Virtual Collocation on the date that is the earlier of (i) ten (10) Business Days after CBT's verification of the Virtual Collocation space to be provided to Intermedia and (ii) fourteen

(14) calendar days after CBT's receipt of Intermedia's request for Virtual Collocation.

- (c) CBT shall deliver to Intermedia the requested space on or before the later of (i) seventy-five (75) days from CBT's receipt of Intermedia's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to Intermedia such space within seventy-five (75) days (such date of delivery referred to as the "**Delivery Date**") and CBT notified Intermedia of this fact within ten (10) Business Days from CBT's receipt of Intermedia's request.
- (d) Virtual Collocation space requested by Intermedia will be made available to Intermedia by CBT, as more fully described in **Section 3** of **Schedule 12.12**.
- (e) CBT shall provide positive confirmation to Intermedia when construction of Intermedia Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (f) After completion of construction and on or before the Delivery Date, Intermedia and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction of these exceptions from Intermedia's original request for Collocation as modified by any changes requested by Intermedia shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by Intermedia.

**12.13 Pricing.** The prices charged to Intermedia for Collocation are set forth in the Pricing Schedule.

**12.14 Billing.** CBT shall bill Intermedia for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

**12.15 Common Requirements.** The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

**12.16 Additional Requirements.** The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

**12.17 Protection of Service and Property.** Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees and agents agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.17.1 CBT and Intermedia shall restrict access to Intermedia equipment, support equipment, systems, tools and data, or spaces that contain or house Intermedia equipment enclosures to Intermedia employees and other authorized non-Intermedia personnel to the extent necessary to perform their specific job functions.

12.17.2 Intermedia shall comply at all times with reasonable security and safety procedures and existing requirements that are established by CBT and communicated to Intermedia.

12.17.3 CBT shall allow Intermedia (i) for Intermedia's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to inspect or observe spaces that house or contain Intermedia equipment or equipment enclosures and CBT shall furnish Intermedia with keys, entry codes, lock combinations, and other materials or information that may be needed to gain entry into any secured Intermedia space, subject to **Section 12.17.2** and **Article XX**, and (ii) for Intermedia's Virtual Collocated space, access during the applicable Premises' Normal Business Hours to inspect or observe Intermedia equipment. Intermedia acknowledges that CBT may require Intermedia's representative(s) to be escorted during such inspections/observations of Virtual Collocated space. Intermedia shall pay the cost of such CBT escorts.

12.17.4 For Physical Collocation, CBT shall furnish to Intermedia a current written list of CBT's employees who CBT authorizes to enter Intermedia's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.17.5 CBT shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that CBT secures external access to spaces that house CBT's equipment.

12.17.6 For Physical Collocation, CBT shall limit the keys used in its keying systems for Intermedia's specific Physical Collocation space which contain or house Intermedia equipment or equipment enclosures to its employees and representatives for emergency access only. Intermedia shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that Intermedia shall immediately provide CBT with such new keys.

**ARTICLE XIII**  
**NUMBER PORTABILITY -- SECTION 251(b)(2)**

**13.1 Provision of Local Number Portability.** Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability in accordance with the requirements of the Act. To the extent technically feasible, Interim Local Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services. However, when a Customer switches from one Telecommunications Carrier to another and retains its telephone number, via Permanent Number Portability, each Party shall provide such portability without any impairment of functionality, quality, reliability or convenience.

13.1.1 Conventions. For purposes of this Article XIII, Party A means the Carrier from which a telephone number is Ported, and Party B means the carrier to which a telephone number is ported.

**13.2 Interim Number Portability (INP).** The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("RCF"), Direct Inward Dialing ("DID"), NXX Migration or other technically feasible methods made pursuant to a Bona Fide Request; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Wire Center area or Switching Center area.

13.2.1 The Parties agree that for customers who are served by individual lines at the time they change service providers, RCF will be used to provide INP.

13.2.2 The Parties agree that for customers who are served by trunk arrangements at the time they change service providers, a threshold will be established by the Implementation Team to determine situations in which RCF or DID should be used.

13.2.3 Exceptions to the guidelines in Section 13.2.1 and 13.2.2 can be made by mutual agreement of the Parties.

13.2.4 Once an INP arrangement is established for a given customer, it may not be changed except by mutual agreement, other than to move to long term number portability.

**13.3 Remote Call Forwarding ("RCF").** If a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of Section 10.11.1



and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party B shall specify the number of paths, up to ninety-nine (99) paths, required for each telephone number being ported. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call that had originated on Party A's network.

**13.4 Direct Inward Dialing (“DID”).** DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center or Switching Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or Switching Center or from separate trunk groups within the same Wire Center or Switching Center, such service provided from each Wire Center or Switching Center or each trunk group within the same Wire Center or Switching Center shall be considered a separate service.

**13.5 NXX Migration.** Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently re-assigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of the LERG reassignment, the requesting party may request the providing party to implement RCF or DID.

**13.6 Other INP Methods.** Methods of providing INP, other than RCF, DID or NXX Migration, may be provided, to the extent technically feasible and consistent with applicable FCC or Commission decisions, pursuant to a Bona Fide Request.

### **13.7 Other Interim Portability Provisions.**

13.7.1 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID or other applicable arrangements that are provided pursuant to a Bona Fide Request. Party A shall use its reasonable efforts to provide Party B with a

consolidated billing statement for all collect and billed-to-third-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Exchange Message Record (“EMR”) containing detailed records associated with the calls reflected on the billing statement.

13.7.2 Unless otherwise mutually agreed to in the Implementation Plan, Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers, subject to RCF or DID. CBT will include billing number information associated with numbers used for INP arrangements from its network in its LIDB and will store and administer such data in the same manner as CBT's data for its Customers. CBT shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening at the rates shown in the Pricing Schedule.

13.7.3 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party A shall notify Party B of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID or other applicable arrangement currently being provisioned, or redirect the RCF or DID or other applicable arrangement pursuant to the Customer's instructions at that time.

13.7.4 At the time a Party requests RCF or DID, the other Party shall disclose to the other requesting Party any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

13.7.5 The Parties will provide SS7 functionalities (e.g., TCAP messages for CLASS Features) where such functionalities are available and it is technically feasible to provide such functionalities in conjunction with Interim Number Portability. Nothing in this **Section 13.7.5** shall require a Party to develop new capabilities to support TCAP messages for Interim Number Portability.

13.7.6 When any INP method is used for Intermedia Customers, both the ported numbers and shadow numbers shall be stored in the 911/ALI database, to the extent that the database is capable of storing both numbers. Intermedia shall have the right to verify the accuracy of its information in the 911/ALI databases. To the extent technically feasible, and subject to the other terms and conditions of this **Article XIII**, CBT shall make available to Intermedia Customers the same 9-1-1 capabilities as CBT makes available to its Customers.

13.7.7 When any INP method is used to port a Customer, the donor provider must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions

as reported to it by the porting service provider pursuant to a separate agreement between CBT and Intermedia.

13.7.8 Neither Party shall be required to provide Number Portability for non-geographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

13.7.9 Party A shall send a CARE 2231 transaction to notify the appropriate IXC that access is no longer provided by Party A for that number.

### **13.8 Compensation on Traffic to INP'ed Numbers.**

13.8.1 The Parties agree that, under INP, transport and terminating compensation on Exchange Access calls to INP'ed numbers should be received by each Customer's chosen LEC through meet-point billing arrangements, as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this **Section 13.8**, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the "**Performing Party**") that performs the INP to the other Party (the "**Receiving Party**") for whose Customer the INP is provided less applicable transit charges due the Performing Party when a call originates from a third party carrier.

13.8.2 For such Exchange Access Traffic, the Performing Party shall compensate the Receiving Party, consistent with **Article VI** of this Agreement (i.e., the Receiving Party shall receive applicable access charges from the Performing Party's effective interstate or intrastate access charge tariff) based on a five (5)-mile distance.

13.8.3 The provision of revenues for Exchange Access from the Performing Party to the Receiving Party shall be governed by the audit provisions of **Article XXVIII**.

**13.9 Pricing For Interim Number Portability.** Each Party shall comply with the methodology (including recordkeeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability.

**13.10 Permanent Number Portability.** The Parties shall migrate from RCF, DID, NXX Migration to Permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC or as modified pursuant to Section 251(f) of the Act. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations prescribed by the FCC and/or the Commission.

### **13.11 Requirements for INP and NP.**

13.11.1 White Page Listings. CBT shall provide Directory Listings in connection with ported Customers subject to the requirements of **Article XV**.

13.11.2 Cut-Over Process and Installation Intervals. Party A shall cooperate in the process of porting numbers from Party A to Party B so as to limit service outage for the ported Customer. CBT shall provide INP within the standard intervals stated in **Schedule 13.11** (the "INP Standard Intervals").

13.11.3 Testing. The Parties shall cooperate in conducting testing to ensure interconnectivity between systems prior to the initial deployment of a particular form of interim number portability. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

13.11.4 Recording and Billing. Billing of Number Portability arrangements shall be governed by **Article XXVII**, unless any provision in **Article XXVII** is deemed inconsistent with the Act or a decision of a regulatory body of appropriate jurisdiction, in which case such decision shall apply. Subject to **Section 13.7.5**, calls originated from RCF ported numbers in Intermedia End Offices and sent to the Intermedia interLATA toll network must signal the Intermedia number in the Calling Party Number (CPN) parameter and ported number in the Charge Number (CN) parameter in the SS7 Initial Address Message.

13.11.5 Operator Services and Directory Assistance. Operator Services and Directory Assistance provisions for Number Portability arrangements shall be governed by **Schedule 9.2.7**.

**ARTICLE XIV**  
**DIALING PARITY -- SECTIONS 251(b)(3)**  
**NUMBER ADMINISTRATION -- SECTION 251(e)**

**14.1 Dialing Parity.** The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

**14.2 Number Administration.** Until Number Administration functions are assumed by a neutral third party, in accordance with FCC rules and regulations, CBT will provide nondiscriminatory access to and provisioning of telephone numbers for assignment of Intermedia in accordance with the current Central Office Code (NXX) Assignment Guidelines and the current NPA Code Relief Planning Guidelines.

**ARTICLE XV**  
**DIRECTORY LISTINGS -- SECTION 251(b)(3)**

**15.1 Directory Listings.** CBT, as publisher of its White Pages, will include Primary Listings of Intermedia's resale directory customers in its White Pages, and shall cause its publisher to include primary listings of Intermedia's directory customers in its Publisher's Yellow Pages Directories under the following terms and conditions:

15.1.1 CBT will publish the Primary Listing of Intermedia Directory Customers located within the geographic scope of its White Pages directory and will recover costs for both resale and facility based Customers in accordance with the Act.

15.1.2 Listings of Intermedia Directory Customers shall be interfiled with listings of Customers of CBT and other LECs serving the same geographic area where such listings are included within a directory.

15.1.3 CBT shall provide Intermedia with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

15.1.4 CBT or its Publisher must receive all Primary Listings of Intermedia Directory Customers prior to the service order close date for the directory in which those listings are to appear. CBT or its Publisher will provide Intermedia with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.5 CBT may include, at a rate consistent with the Act, Primary Listings of Intermedia Directory Customers provided to CBT or its Publisher in other directories published by the Publisher.

15.1.6 Nothing in this Agreement shall restrict CBT's and its Publisher's authority from altering the geographic scope, directory life, headings, content or format of the directories. CBT and its Publisher will provide information on such alterations at the same time such information is provided to CBT.

15.1.7 CBT, shall include, in the customer information section of its White Pages Directory, information about Intermedia services, including addresses and telephone numbers for Intermedia Customer service. The form and content of such customer information shall be provided by Intermedia to CBT prior to the close date for the customer information section. The charge for the listing of such information will be calculated on the same basis as the charges paid by CBT for similar listings. CBT shall maintain editorial rights as well as control of the format and design of these pages.

Intermedia will work directly with the publisher to include customer information in the publisher's Yellow Page Directory

**15.2 Listing and Listing Updates.** Intermedia will provide Intermedia Directory Customer Primary Listings and Listing Updates to CBT or its Publisher on a non-exclusive basis as follows:

15.2.1 Intermedia shall provide its Intermedia Directory Customer Primary Listings to CBT or its Publisher in a mutually agreeable form and format. Intermedia acknowledges that CBT or its Publisher may impose a charge for changes to Intermedia Directory Customer Primary Listings previously provided by Intermedia to CBT or its Publisher; however, in no event shall such charge be greater than the amount CBT charges its Customers and such charge shall be calculated in the same manner as Publisher charges CBT for such charge.

15.2.2 Within one (1) Business Day of installation, (unless increased by the Commission in the MTSS) disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an Intermedia Directory Customer, Intermedia shall provide Listing Updates to CBT in a form and format acceptable to CBT.

15.2.3 Intermedia will cooperate with CBT or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Intermedia's Listing Updates to CBT or its Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.2.4 Publisher or CBT may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Intermedia; provided, however, that neither Publisher nor CBT will:

- (a) disclose non-listed name and address information to any third person, except as may be necessary to undertake delivery of directories or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where Intermedia has notified CBT.

**15.3 Directories Delivery..** CBT will provide initial and secondary (replacement, additional or New Line orders) delivery of CBT's White Page Directory and shall cause its Publisher to provide initial and secondary (replacement additional or New Line orders) delivery of Yellow Page

Directories to Intermedia Directory Customers under the same terms and conditions that CBT delivers to its customers. Timing of such delivery and determination of which Telephone Directories shall be delivered (by customer address, NPA NXX or other criteria) and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that CBT delivers Telephone Directories to its own local service customers. Upon directory publication, CBT will arrange for the distribution of the directory to Intermedia Customers in the directory coverage area and shall recover directory delivery costs for both resale and facilities based customers in accordance with the Act.

**15.4 Nondiscriminatory Formats.** CBT shall make available to Intermedia Customers the same White Pages formats and shall cause its publisher to make available the same Yellow Pages format that CBT and its publisher provides to its retail Customers, at the same rates, terms and conditions. No distinction in the format used for the White Pages and Yellow Pages listings will be made between CBT and Intermedia customers.

## **ARTICLE XVI ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224**

**16.1 Structure Availability.** Each Party shall provide the other Party access to poles, ducts, rights-of-way and conduits it owns or controls on terms conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements and in accordance with Section 224 of the Act.

## **ARTICLE XVII SERVICE PERFORMANCE MEASUREMENT**

### **17.1 Service Performance Records and Reporting**

17.1.1 Records. To determine CBT's compliance with the Interconnection Standard Intervals, Network Element Standard Intervals, Resale Standard Intervals and the INP Standard Intervals, CBT shall maintain separate records for the performance criteria listed in Schedules 3.7, 9.9, 10.9 and 13.11. The performance results will be categorized into one of the following three reporting entities: (1) performance activities CBT provides to itself, its subsidiaries and affiliates (the "Providing Party's Records"); (2) to other LECs (the "Other LEC Records"); and (3) to Intermedia (the "Intermedia Records").

17.1.2 Reporting. CBT shall provide to Intermedia for each quarter (the "Reporting Period"), by the last day of the following month, the records described in Section 17.1.1. These records will be used to determine CBT's compliance with the Standard Intervals.

17.1.3 Records and Reporting Restrictions and Conditions. The Parties acknowledge that the following will apply:

- (a) CBT shall not be required to provide to Intermedia or Other LECs any records or reports associated with unique or non-parity (superior or inferior) levels of service specifically requested pursuant to 47 C.F.R. Section 51.311(c) unless CBT agrees to do so as part of the Bona Fide Request process.
- (b) The “Other LEC Records” shall be provided to Intermedia on an aggregate basis without showing the performance of the individual other LECs.
- (c) The “Other LEC Records” shall be provided to Intermedia in a manner that preserves the confidentiality of each other LEC and any LEC's proprietary information (including CPNI).
- (d) It may be necessary to alter the reporting requirements during the course of this Agreement. If CBT's regulated service standards change, then CBT reserves the right to change the affected measurements accordingly. To the extent that the Parties are unable to agree on any requested changes, either Party may submit requests for changes pursuant to the Bona Fide Request process.

### **ARTICLE XVIII PERFORMANCE, FORECAST, PLANNING AND STANDARDS COMMITTEE**

The Parties hereby agree to the formation of a Performance, Forecast, Planning and Standards Committee which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and. developing appropriate standards by which to evaluate the quality and timeliness of performance. For administrative efficiency, the Parties agree that the same Committee that is implementing the details of the Ohio Interconnection Agreement between the Parties shall attend to the implementation of this Agreement.



**ARTICLE XIX**  
**GENERAL RESPONSIBILITIES OF THE PARTIES**

**19.1 Compliance with Implementation Schedule.** Each of CBT and Intermedia shall use its best efforts to comply with the Implementation Schedule.

**19.2 Compliance with Applicable Law.** Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees (“**Applicable Laws**”) (not subject to an effective stay) that relate to its obligations under this Agreement.

**19.3 Necessary Approvals.** Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**19.4 Environmental Hazards.** Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. “**Hazardous Substances**” includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

**19.5 Forecasting Requirements.**

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections necessary for traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6)-calendar-month binding forecast of its traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Any underforecast by Intermedia that is off by more than twenty percent (20%) will be considered a “Delaying Event”. In the event of an overforecast by Intermedia that is off by more than twenty percent (20%), and if CBT can demonstrate excess capacity it has placed in its network because of Intermedia’s overforecast, CBT shall be entitled to pursue a claim against Intermedia for its losses resulting from such excess capacity. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed “Proprietary Information” under Article XX.

**19.6 Certain Network Facilities.** Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Sections 19.5.1** and **19.5.2**. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

### **19.7 Traffic Management and Network Harm.**

19.7.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Unless Intermedia traffic is identified as the cause of the specific network problem or failure, any call gapping will be applied on a non-discriminatory basis to the local traffic of all carriers (including Intermedia and CBT). Each Party shall immediately notify the other Party of any protective control action planned or executed.

19.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

19.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

**19.8 Insurance.** At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance in accord with statutory limits. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

**19.9 Labor Relations.** Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has

knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement. In the event of a labor dispute and to the extent permitted by Applicable Law, a Party shall attempt to minimize impairment of service to the other Party, but in any event, to the extent a given service is affected by a labor dispute, CBT shall treat all Customers of such service, including itself, its subsidiaries and affiliates, equally.

**19.10 Good Faith Performance.** Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

**19.11 Responsibility to Customers.** Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

**19.12 Unnecessary Facilities.** No Party shall construct facilities which require another Party to build unnecessary facilities.

**19.13 Cooperation.** Consistent with **Section 18.1**, the Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

**19.14 NXX Code Administration.** Each Party is responsible for administering NXX codes assigned to it.

**19.15 LERG Listings.** Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

**19.16 LERG Use.** Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

**19.17 Switch Programming.** Each Party shall program and update its own Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

CBT will provide Intermedia with a listing, and any future updates to:

- 1) Centrex business group information;
- 2) Switch Network ID Information;
- 3) Local calling area data.

**19.18 Transport Facilities.** Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

## **ARTICLE XX PROPRIETARY INFORMATION**

### **20.1 Definition of Proprietary Information.**

20.1.1 **"Proprietary Information"** means:

- (a) all proprietary or confidential information of a Party or its affiliates (a **"Disclosing Party"**) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Standard Intervals), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation, including any and all information subject to any intellectual property rights of such Party, that is furnished or made available or otherwise disclosed to the other Party pursuant to this Agreement (**"Receiving Party"**) and, if written, is marked **"Confidential"** or **"Proprietary"** or by other similar notice or if oral or visual, is identified as **"Confidential"** or **"Proprietary"** at the time of disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations, programs, or other documents or works prepared by or on behalf of any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as **"confidential," "proprietary,"** or other similar designation, but the failure to mark or otherwise designate any information described in this **Section 20.1** as confidential or proprietary shall not affect its status as Proprietary Information. Provided, however, that the Receiving Party shall have no liability for disclosure of Proprietary Information prior to receiving notice that information which should be marked pursuant to **Section 20.1** and that is not so marked as Proprietary Information. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable. If the Receiving Party disputes the designation of information as Proprietary Information, it may challenge such designation in any relevant proceeding, provided, that until a decision is rendered by a court or the Commission that such information is not Proprietary Information, the Receiving Party shall continue to treat such information as Proprietary Information.

20.1.3 Notwithstanding the requirements of this **Article XX**, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information (CPNI) of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed “**Proprietary Information**” of that Party. A Party may only use CPNI consistent with the Act and the appropriate authorization from the Customer.

## **20.2 Disclosure and Use.**

20.2.1 Each Receiving Party agrees that, from and after the Effective Date:

- (a) all such Proprietary Information communicated or discovered, whether before, on or after the Effective Date, in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided, that such Receiving Party shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, contractors, consultants, agents or affiliates to disclose such Proprietary Information to any other third person;
- (c) it will disclose Proprietary Information only to those of its employees, contractors, consultants, agents and affiliates who have a need for it in connection with the use or provision of services required to fulfill this Agreement;
- (d) it will, and will cause each of its employees, contractors, consultants, agents and affiliates to use such Proprietary Information only to effectuate the terms and conditions of this Agreement and for no other purpose;
  - (e) it will cause each of its affiliates to execute individual confidentiality agreements containing the same restrictions as this **Article XX**; and
  - (f) it will, and will cause each of its employees, contractors, consultants, agents and affiliates, to use such Proprietary Information to create only that Derivative Information necessary for such Receiving Party's compliance with Applicable Law or its performance under the terms of this Agreement.

20.2.2 Any Receiving Party so disclosing Proprietary Information to its employees, contractors, consultants, agents or affiliates shall be responsible for any breach of this Agreement by any of its employees, contractors, consultants, agents or affiliates and such Receiving Party agrees to use its reasonable efforts to restrain its employees, contractors, consultants, agents or affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information and to assist the Disclosing Party in its efforts to protect such information from disclosure. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of **Section 20.3** and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.2.4 This **Section 20.2** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has used all commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with this **Article XX**.

20.2.5 Except as expressly provided, nothing in this **Article XX** shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including Section 222 of the Act.

### **20.3 Government Disclosure.**

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving

Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in **Section 20.1.2**.

20.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this **Section 20.3** with respect to all or part of such requirement.

20.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this **Section 20.3**. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

## **20.4 Ownership.**

20.4.1 All Proprietary Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or, with the written consent of the Disclosing Party, destroy Proprietary Information.

20.4.4 If destroyed, all copies shall be destroyed and, upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

**20.5 Equitable Relief.** Each Party agrees that any breach by either Party or any of its Representatives of any provisions of this **Article XX** will cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance to enforce such provisions. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity. Each Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration, approval or appeal of this Agreement. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in **Section 20.1.2**.

## **ARTICLE XXI TERM AND TERMINATION**

**21.1 Term.** The initial term of this Agreement shall be the period which shall commence on the Effective Date and conclude on December 17, 1999 (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a “**Renewal Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term; provided, however, that this Agreement shall continue in full force and effect until it is replaced by a superseding agreement or terminated at the end of the Transition Period as set forth in **Section 21.4** below.

**21.2 Renegotiation of Certain Terms.** Notwithstanding the foregoing or **Section 29.3**, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within sixty (60) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.



**21.3 Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

#### **21.4 Transitional Support.**

21.4.1 In the event of the termination or expiration of this Agreement for any reason, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement (“**Transition Date**”), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.4.2 Each Party agrees (i) to furnish services during a period for up to two hundred (200) days (or such longer period as may be agreed by the Parties) after the Transition Date (“**Transition Period**”) on terms and conditions and at charges that are the same as those in effect upon the Transition Date, and (ii) to enter into an agreement with the other Party for a transition plan that specifies the nature, extent, and schedule of the services to be provided during such Transition Period. During the Transition Period, CBT and Intermedia will cooperate in good faith to effect an orderly transition of service under this Agreement. CBT and Intermedia agree to exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition.

**21.5 Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses incurred or accrued prior to such expiration or termination, provided that such Party would be entitled to recover for such services or expenses under the provisions of this Agreement.

## **ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

**EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.**

## **ARTICLE XXIII CANCELLATION CHARGES**

Except as set forth in this Agreement cancellation charges shall not be imposed upon, or payable by, either Party. However, if services are provided under a tariffed volume or term discount, then the applicable tariff termination liability shall apply.

## **ARTICLE XXIV SEVERABILITY**

**24.1 Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, the Parties shall negotiate in good faith to amend this Agreement to replace, with enforceable language that reflects such intent as closely as possible, the unenforceable language and any provision that would be materially affected by vacation of the unenforceable language.

**24.2 Non-Contravention of Laws.** Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

## **ARTICLE XXV INDEMNIFICATION**

**25.1 General Indemnity Rights.** Each Party (the “**Indemnifying Party**”) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “**Indemnified Party**”) and hold such Indemnified Party harmless against

(a) any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct or breach of a material term of this Agreement (“**Fault**”) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract; and provided, however, that, in cases where the Loss to the third person is caused in part by the Fault of the Indemnified Party, its employees,

agents or subcontractors, the indemnity obligation shall be limited to the Indemnifying Party's proportionate Fault (it being specifically contemplated that in cases where each Party bears some degree of Fault, each Party is responsible for indemnifying the other with respect to the same Loss as to its proportionate Fault);

(b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (“**Claims**”), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's communications;

(c) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (“**CALEA**”) and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

**25.2 Intellectual Property Rights and Indemnification.** Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. No license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable to a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at its own cost that it has obtained any necessary licenses in relation to intellectual property of third Parties used, by it to receive any service, or to perform its respective obligations under this Agreement.

**25.3 Environmental Contamination.** Neither Party shall in any event be liable to the other Party for any costs whatsoever resulting from the presence or release of any environmental hazard such Party did not cause or contribute to causing. Each Party shall, at the other Party's request, indemnify, defend, and hold harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that such Party, its contractors or agents caused in the work locations or (ii) the presence or release of any environmental hazard for which such Party is responsible under Applicable Law. In the event both Parties contribute to such environmental hazard, they shall each proportionately bear such liability.

**25.4 Indemnification Procedures.** Whenever a Claim shall arise for indemnification under this **Article XXV**, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the

Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in **Article XX**.

## **ARTICLE XXVI LIMITATION OF LIABILITY**

**26.1 Limited Responsibility.** Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its affiliates, authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, the other Party's affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an affiliate) providing a portion of a service, unless such Telecommunications Carrier is an authorized agent, subcontractor, or other retained by the party providing the service.

**26.2 Apportionment of Fault.** In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's affiliates, agents, contractors or other persons acting in concert with it.

**26.3 Damages.** Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this **Article XXVI** in the event of its willful or intentional misconduct, including gross negligence, or its repeated breach of any one or more of its obligations under this Agreement. A Party's liability shall not be limited with respect to its indemnification obligations.

**26.4 Remedies.**

26.4.1 The obligations of and the services offered by each Party under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, a Party may sue in equity for specific performance.

26.4.2 In the event CBT fails to switch a subscriber to Intermedia service as requested through an Intermedia service request, within the intervals agreed upon by the Parties, or in the event Intermedia directs CBT to switch a subscriber without valid Customer authorization to do so, the continued provision of Telecommunications Services to such subscriber by the incorrect Party shall be deemed an improper change in subscriber carrier selection, commencing with the time at which CBT failed to switch such subscriber or Intermedia improperly directed such change, as the case may be. In such event, the unauthorized carrier Party shall reimburse the other Party in an amount equal to all charges due and owing by such subscriber for services provided from the time of such improper change in carrier selection to the time at which the correct selection is accomplished by CBT or within the agreed upon interval from the time proper direction by Intermedia is provided to CBT, as the case may be.

26.4.3 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. Notwithstanding the foregoing, however, the Parties agree that the credits for performance standards failures contained in Section 17 are intended to act as liquidated damages and, if elected by Intermedia, shall be deemed the exclusive remedy to compensate Intermedia for CBT's failure to meet the particular performance standards at issue.

## **ARTICLE XXVII BILLING**

### **27.1 Billing.**

27.1.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this **Article XXVII** and the Implementation Plan as set forth in **Article XVIII**.

27.1.2 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

27.1.3 CBT shall format each bill in accordance with the formats agreed upon by the Implementation Team.

27.1.4 CBT will assign a unique billing codes as agreed upon by the Implementation Team.

**27.2 Recording.** To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party, in accordance with the Implementation Plan and as specifically required herein.

**27.3 Payment of Charges.** Subject to the terms of this Agreement, a Party shall pay the other Party (“**Billing Party**”) all undisputed amounts on or before the date (“**Bill Due Date**”) which is 31 calendar days after the bill date or by the next bill date, whichever is shortest. If the Bill Due Date is on a day other than a Business Day, payment will be due and the Bill Due Date shall be the next following Business Day. Payments shall be made in U.S. Dollars (i) via electronic funds transfer (“**EFT**”) with immediately available funds to the other Party’s bank account or (ii) in order to accommodate Intermedia's existing payment arrangements with CBT and established credit rating, by check. To the extent that a Party (the “**Paying Party**”) pays via EFT, within thirty (30) days of the Effective Date, the other Party shall provide the Paying Party the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, the other Party shall provide the Paying Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

**27.4 Late Payment Charges.** Except for Disputed Amounts, if a Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment

is received by a Party after the Bill Due Date, or if payment is not made by check that is currently dated and drawn on an account with sufficient available funds, then a late payment charge may be assessed as provided in **Section 27.6**.

## **27.5 Adjustments.**

27.5.1 As provided in this Agreement, a Party shall promptly reimburse (if paid) or credit (if invoiced, but not paid) the other Party for any charges that should not have been billed to the other Party as provided in this Agreement along with accrued interest on any reimbursed amounts as provided in **Section 27.6**. Such reimbursements or credits shall be set forth in the appropriate section of the invoice.

27.5.2 As provided in this Agreement, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (“**Underbilled Charges**”); provided, however that, except as provided in **Article XXVIII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than ninety (90) days prior to the date that the Billing Party transmits a bill for any Underbilled Charges. For purposes of charges received from another entity, they are deemed incurred when received by CBT but must be billed within 45 days from such date..

**27.6 Interest on Unpaid or Overbilled Amounts.** Except as otherwise provided elsewhere, any undisputed amounts not paid when due or any amounts paid that were paid as a result of a billing error, as the case may be, shall accrue interest from the date such amounts were due or received, as the case may be, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily for the number of days from the Bill Due Date or date such overpayment was received until the date that payment or reimbursement, as the case may be, is actually received by the appropriate Party.

**27.7 Single Point of Contact.** CBT shall provide to Intermedia a single point of contact, CBT’s LEC-C, for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

## **ARTICLE XXVIII DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION**

### **28.1 Disputed Amounts.**

28.1.1 If any portion of an amount due to a Party (the “**Billing Party**”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “**Non-Paying Party**”) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it

disputes (“**Disputed Amounts**”) and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges provided that such charges were paid. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

Notwithstanding the foregoing, except as provided in Section 28.2, a Party shall be entitled to dispute only those charges for which the Date was within the immediately preceding eighteen (18) months of the date on which the other Party received notice of such Disputed Amounts.

28.1.2 If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Late payment charges shall be assessed as set forth in **Section 27.6**.

28.1.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.1.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 28.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded, plus applicable late fees, to be paid to either Party.

28.1.5 The Parties agree that all negotiations pursuant to this **Section 28.1** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

## **28.2 Audit Rights.**

28.2.1 As used herein “**Audit**” shall mean a comprehensive review of services performed under this Agreement; “**Examination**” shall mean an inquiry into a specific element of or



process related to services performed under this Agreement. Subject to the restrictions set forth in **Article XX**, a Party (“**Auditing Party**”) may audit the other Party’s (“**Audited Party**”) books, records, data and other documents, as provided herein, one (1) time each Contract Year for the purpose of evaluating the accuracy of Audited Party’s billing and invoicing. The scope of the Audit shall be limited to the (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no Audit has been performed, the Effective Date) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. Unless otherwise agreed upon by the Parties in writing, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be conducted by one (1) or more auditor(s) mutually agreed upon by the Parties. The Parties shall select such auditor(s) by the thirtieth day following Audited Party’s receipt of a written audit notice. The Auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties.

28.2.2 Upon thirty (30) days written notice by Intermedia to CBT, Intermedia shall have the right through its authorized representative to conduct an Examination, during Normal Business Hours, of CBT records, accounts and processes which contain information related to the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the parties shall reasonably agree upon the scope of the Examination, the documents and processes to be reviewed, and the time, place and manner in which the Examination shall be performed. CBT agrees to provide support, including appropriate access to and use of CBT’s facilities (e.g., conference rooms, telephones, copying machines and washrooms).

28.2.3 Except as set forth in **Section 28.2.1**, each Party shall bear its own expenses in connection with the conduct of any Audit or Examination. The reasonable cost of special data extractions required by Intermedia to conduct the Audit or Examination will be paid for by Intermedia. For purposes of this **Section 28.1**, a “**Special Data Extraction**” shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. Each Audit shall be conducted on the premises of Audited Party during Normal Business Hours. Audited Party shall cooperate fully in any such audit, providing the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party’s billing and invoicing. No Party shall have access to the raw data of the other Party, but shall rely upon summaries or redacted documents provided by the independent auditor. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

28.2.4 If any Audit or Examination confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including refunding any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge. In each case, the amount shall be with interest at the lesser of one and one-half percent (1

1/2%) per month and the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is received, as the case may be. Notwithstanding the foregoing, Intermedia shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by CBT to Intermedia within ten (10) months of the date such usage was incurred.

28.2.5 Any Disputes concerning audit results shall be referred to the Parties' designated personnel responsible for informal resolution. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 28.2.1**. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth in **Section 28.3**.

28.2.6 This **Section 28.2** shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

### **28.3 Dispute Escalation and Resolution.**

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “**Dispute**”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 28.3**.

28.3.1 In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. The Parties shall attempt in good faith to address any default or resolve any Dispute by applying the appropriate rules, guidelines or regulations of the Commission. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, or if a Party fails to appoint a designated representative within said thirty (30) days, a Party or the other Party, as appropriate, may pursue all available remedies in the event there is no satisfactory resolution pursuant to this **Section 28.3.1**.

28.3.2 The Parties agree that any Dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve as set forth in Section 28.3.1, may be submitted to the Commission for resolution by complaint case. The Parties agree to seek expedited resolution by the Commission, and, unless otherwise agreed, shall seek such resolution no later than sixty (60) days from

the date of submission of such dispute to the Parties' designated representatives. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of all fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement: provided, however, that neither party shall be required to act in any unlawful fashion. A Party may pursue any available remedies in the event there is no satisfactory resolution pursuant to this **Section 28.3.2**.

28.3.3 In no event shall the Parties permit the pending of a Dispute or other proceeding to disrupt service to any Intermedia Customer or CBT Customer.

## **ARTICLE XXIX REGULATORY APPROVAL**

**29.1 Commission Approval.** The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party specifically reserves its right to judicial review of this Agreement under Section 252(e)(6) of the Act, or any other available remedy at law or equity. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and any provisions that would be materially affected by deletion of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act, including challenging the validity of any portion of the Act or an FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or the application by CBT for suspension or modification of portions of the Act or rules pursuant to Section 251(f)(2) of the Act. In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 252(f)(2) of the Act, the Parties shall negotiate as necessary to incorporate the applicable terms and conditions of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of this Agreement.

**29.2 Tariffs.** If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to the other Party), such Party shall (i) consult with the other Party reasonably in advance of such filing about the form and substance of such tariff, (ii) provide to such other Party its proposed tariff and obtain such other Party's agreement on the form and substance of such tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally

or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted. Nothing in this **Section 29.2** shall be construed to grant a Party any right to review any tariff filing of the other Party other than as provided under Applicable Law.

**29.3 Amendment or Other Changes to the Act; Reservation of Rights.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment to the Act, or any effective legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185, and CS Docket No. 96-166, or any applicable Commission rule, Local Service Guideline, order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an **“Amendment to the Act”**), either Party may, by providing written notice to the other Party require that any provision that would be materially affected by the Amendment to the Act be renegotiated in good faith and this Agreement be amended accordingly to reflect each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

**29.4 Regulatory Changes.** If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice to the other Party (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

**29.5 Interim Rates.** The Parties agree that the rates, charges and prices set forth in this Agreement are the interim rates established by the arbitration between MCI and CBT in Ohio in Case No. 97-152-TP-ARB ("Interim Rates"). The Parties agree to replace such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

**ARTICLE XXX**  
**REFERRAL ANNOUNCEMENT**

When a Customer changes its service provider from CBT to Intermedia, or from Intermedia to CBT, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (“**Referral Announcement**”) on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for a period not less than 60 days for residential customers and four (4) months for business customers.” However, if either Party provides Referral Announcements for a period longer than the above period when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. Business customers will receive referral service for main listed telephone numbers. Additional numbers can be referred at an additional charge.

**ARTICLE XXXI**  
**MISCELLANEOUS**

**31.1 Authorization.**

31.1.1 Cincinnati Bell Telephone Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

31.1.2 Intermedia is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Intermedia represents and warrants to CBT that it has been certified as a LEC by the Commission and is authorized to provide, within the areas where it intends to provide services pursuant to this Agreement in the State of Kentucky, the services it has contracted to provide herein.

**31.2 Designation of Affiliate.**

31.2.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the affiliate shall become a co-obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as primary obligor hereunder. Any Party which elects to perform its obligations through an affiliate shall cause its affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an affiliate, such Party has the authority to cause such affiliate to perform such obligation and such affiliate will have the resources required to accomplish the delegated performance.

31.2.2 All of the benefits to be provided hereunder for CBT or Intermedia, as the case may be, will be provided to that Party's affiliates if and to the extent that a Party desires to conduct all or part of its respective business operations contemplated hereunder through affiliates.

**31.3 Subcontracting.** Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors.

**31.4 Independent Contractor.** Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

**31.5 Force Majeure.** Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement (other than obligations to make money payments, reimbursements or issue credits) resulting from any cause beyond the reasonable control of such Party, including acts of nature, acts of God, acts of civil or military authority, any law, order, regulation or ordinance of any government or legal body, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, or unusually severe weather. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof and/or be excused from such performance (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay and by a reasonable amount of time required to reconstruct network infrastructure or of the components thereof. Upon the elimination of the delaying condition and to the extent the delaying condition was equally applicable to its own operations, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CBT caused by the Force Majeure event, CBT agrees to resume performance in a nondiscriminatory manner, and CBT agrees not to favor its own restoration of Telecommunications Services above that of Intermedia.

### **31.6 Governing Law.**

This Agreement shall be governed by and construed in accordance with the Act, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Kentucky shall govern, without reference to its conflict of law provisions.

### **31.7 Taxes.**

31.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

31.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

**31.8 Non-Assignment.** Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an affiliate in accordance with **Section 31.2** by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. No assignment or delegation hereof should relieve the assignor of its obligation under this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

**31.9 Non-Waiver.** No waiver of any provision 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. Failure of either Party to

insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a general waiver or relinquishment of such term, condition, right or privilege.

**31.10 Notices.** Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy, with a confirmation copy sent by a method described in (a), (b) or (c) of this **Section 31.10**, to the following addresses of the Parties:

To Intermedia:

Intermedia Communication Inc.  
3625 Queen Palm Drive  
Tampa, Florida 33619  
Attn: Senior Vice President - Strategic Planning  
Facsimile: (813) 829-2633

To CBT:

Cincinnati Bell Telephone Company  
201 E. Fourth Street, Room 102-910  
Cincinnati, Ohio 45201-2301  
Attn: Vice President - Regulatory Affairs  
Facsimile: (513) 397-2408

with a copy to:

Cincinnati Bell Telephone Company  
201 E. Fourth Street, Room 620  
Cincinnati, Ohio 45201-2301  
Attn: Senior Vice President and General Counsel  
Facsimile: (513) 721-7358

or to such other address as either Party shall designate by proper notice. Actual notice will be required in order to commence any time periods in this Agreement which require notice to the other Party.

**31.11 Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other materials without



such Party's prior written consent, except as permitted by Applicable Law. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

**31.12 Nonexclusive Dealings.** This Agreement does not prevent either Party from providing to or purchasing services from any other person nor does it obligate either Party to purchase any services from the other Party.

**31.13 Section 252(i) Obligations.** The Parties shall comply with their obligations under Section 252(i) of the Act.

**31.14 No Third Party Beneficiaries; Disclaimer of Agency.** This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute one Party as the 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 or in the name or on behalf of the other Party, unless otherwise expressly permitted by such other Party. 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.

**31.15 No License.** No license under patents, copyrights, trademarks, trade secrets or any Intellectual Property right (other than the limited license to use same consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

**31.16 Survival.** The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXIII, XXV and XXVI and Sections 3.9.4, 6.5, 10.11.3, 12.7, 16.16, 16.18, 28.1, 28.2, 28.3, 31.7, 31.11 and 31.14.

**31.17 Scope of Agreement.** This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

**31.18 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

**31.19 Reservation of Rights.** The Parties acknowledge that certain terms of this Agreement were established by order of the Commission. The terms of this Agreement may be altered or abrogated by a successful challenge instituted under applicable law before or after the Agreement has

been approved pursuant to 47 U.S.C. § 252(e)(1) or has been deemed approved by operation of law pursuant to 47 U.S.C. § 252(e)(4). By signing this Agreement, a Party does not waive its right to pursue such a challenge.

**31.20 Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariff provisions referenced herein and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this \_\_\_ day of \_\_\_\_\_, 1998.

INTERMEDIA COMMUNICATIONS, INC.

CINCINNATI BELL TELEPHONE  
COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE 1.2

### DEFINITIONS

**“9-1-1”** means the services described in Section 3.9.

**“Access Toll Connecting Trunks”** is as defined in Section 5.1.

**“Act”** means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations and applicable orders of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

**“ADSL”** or **“Asymmetrical Digital Subscriber Line”** means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

**“Advanced Intelligent Network”** or **“AIN”** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.

**“Affiliate”** is as defined by the Act.

**“AMA”** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

**“Applicable Laws”** is as defined in Section 19.2.

**“As Defined in the Act”** means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

**“As Described in the Act”** means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

**“Automatic Location Identification”** or **“ALI”** means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI, as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions, will be identified with the service address of the calling party’s listed number.

**“Automatic Number Identification”** or **“ANI”** means a multifrequency or CCS7 Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to E9-1-1, **“ANI”** means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display.

**“Automatic Route Selection”** or **“ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

**“Bellcore”** means Bell Communications Research, Inc.

**“Bill Date”** means the date that a bill is issued by a Party.

**“BLV/BLVI Traffic”** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

**“Business Day”** means Monday through Friday excluding the following holidays: New Years Day (or closest weekday), President’s Day, Good Friday, Memorial Day, Independence Day (or closest weekday), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (or closest weekday).

**“Bona Fide Request”** means the process described on Schedule 2.2.

**“Calling Party Number”** or **“CPN”** is a Common Channel Interoffice Signaling (**“CCIS”**) parameter which refers to the number transmitted through a network identifying the calling party.

**“CABS”** means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

**“CCS”** means one hundred (100) call seconds.

**“Central Office Switch”** means a switch used to provide Telecommunications Services, including:

- (a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **“Tandem Office Switches”** or **“Tandems,”** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

**“Centrex”** means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

**“CLASS Features”** means certain CCIS-based features available to Customers, including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

**“Commercial Mobile Radio Service”** or **“CMRS”** is As Defined in the Act.

**“COBO”** is as defined in Section 12.12.2(b).

**“Collocation”** is As Described in the Act.

**“Commission”** or **“KPSC”** means the Kentucky Public Service Commission.

**“Common Channel Interoffice Signaling”** or **“CCIS”** means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System 7 (SS7).

**“Contract Month”** means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

**“Contract Year”** means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

**“Control Office”** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing, feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

**“Co-Carrier Cross Connection”** means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel in the same building as the Collocation space between (i) the collocated Party’s equipment and (ii) the equipment of

a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such Collocation.

**“Customer”** means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

**“Customer Listing(s)”** means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

**“Customer Name and Address Information”** or **“CNA”** means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

**“Customer Proprietary Network Information”** or **“CPNI”** is As Defined in the Act.

**“Data Management System”** or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**“SR”**) and ALI features.

**“Delaying Event”** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule and the Implementation Plan), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any underforecast by Intermedia for Network Elements or Interconnection trunks that is off by more than twenty percent (20%) or (c) any Force Majeure Event.

**“Delivery Date”** is as defined in Sections 12.12.2(c) and 12.12.3(c).

**“Dialing Parity”** is As Defined in the Act.

**“Derivative Information”** is as defined in Section 20.1.1(b).

**“Digital Signal Level”** means one of several transmission rates in the time-division multiplex hierarchy.

**“Digital Signal Level 0”** or **“DS0”** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

**“Digital Signal Level 1”** or **“DS1”** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**“Digital Signal Level 3”** or **“DS3”** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**“Directory Listings”** refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.

**“Disclosing Party”** is as defined in **Section 20.1.1.**

**“Dispute”** is as defined in **Section 28.3**

**“Disputed Amounts”** is as defined in **Section 28.1.1.**

**“Documentation of Authorization”** is as defined in **Schedule 10.11.1.**

**“Emergency Services”** mean police, fire, ambulance, rescue and medical services.

**“E9-1-1”** or **“Enhanced 9-1-1 (E9-1-1) Service”** provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

**“equal in quality”** is as defined in **Section 3.6.**

**“Exchange Access”** is As Defined in the Act.

**“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

**“Exchange Message Record”** or **“EMR”** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

**“FCC”** means the Federal Communications Commission.

**“Fiber-Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

**“Force Majeure Event”** is as defined in **Section 30.5.**

**“Hazardous Substances”** is as defined in Section 19.4.

**“HDSL”** or **“High-Bit Rate Digital Subscriber Line”** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (**“2B1Q”**), Carrierless AM/PM, Discrete Multitone (**“DMT”**), or 3 Binary / 1 Octet (**“3B1O”**).

**“Implementation Plan”** is as defined in Section 18.2.

**“Implementation Team”** is as defined in Section 18.1.

**“Incumbent Local Exchange Carrier”** or **“ILEC”** is As Defined in the Act.

**“Information Service Traffic”** means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

**“Initial Billing Company”** or **“IBC”** means the Local Exchange Carrier which provides the Feature Group B or D services in a Switching Center. For purposes of this Agreement, Intermedia is the IBC.

**“Initial Term”** is as defined in Section 21.1.

**“Insufficient Capacity”** is as defined in Section 16.1.2

**“Integrated Digital Loop Carrier”** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the Central Office Switch at a DS1 level.

**“Integrated Services Digital Network”** or **“ISDN”** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

**“Intellectual Property”** means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

**“Interconnection”** is As Defined in the Act.

**“Interconnection Activation Date”** is as defined in Section 2.1.

**“Interconnection Point”** is as defined in Section 3.2.2.



**“Interexchange Carrier” or “IXC”** means a carrier that provides interLATA or intraLATA Telephone Toll Services.

**“Interim Telecommunications Number Portability” or “INP”** is as described in the Act.

**“InterLATA”** is As Defined in the Act.

**“Intermedia Directory Customer”** is as defined in Section 15.1.

**“IntraLATA Toll Traffic”** means all intraLATA calls other than Local Traffic calls.

**“Line Information Data Base(s)” or “LIDB”** means one or all, as the context may require, of the Line Information Data Bases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

**“Listing Update(s)”** means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Intermedia without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Intermedia to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

**“Local Access and Transport Area” or “LATA”** is As Defined in the Act.

**“Local Exchange Carrier” or “LEC”** is As Defined in the Act.

**“Local Loop Transmission” or “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center or Switching Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

**“Local Number Portability” or “LNP”** means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

**“Local Traffic”** means local service area calls as defined by the Commission.

**“Logical Trunk Group”** means the total group or groups of individual interconnection trunks which deliver traffic from one Central Office Switch/Switching Center to another.

**“Loss”** or **“Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

**“Main Distribution Frame”** means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

**“MECAB”** refers to the Multiple Exchange Carrier Access Billing (MECAB) 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 the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

**“Meet-Point Billing”** means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

**“Multiple Bill/ Multiple Tariff”** means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

**“Network Element”** is As Defined in the Act.

**“Normal Business Hours”** means 8:00 a.m. to 5:00 p.m., EST/EDT.

**“North American Numbering Plan”** or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists 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.

**“Number Portability”** is As Defined in the Act.

**“NXX”** means the three-digit code which appears as the first three digits of a seven-digit telephone number.

**“OBF”** means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

**“Occupancy Date”** is as defined in Section 12.12.2(f).

**“Optical Line Terminating Multiplexer”** or **“OLTM”** is as defined in Section 3.3.

**“Party”** means either CBT or Intermedia, and **“Parties”** means CBT and Intermedia.

**“Physical Collocation”** is As Defined in the Act.

**“PIC”** means primary Interexchange Carrier.

**“Premises”** is As Defined in the Act.

**“Primary Listing”** means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Customer entitled to a single primary listing.

**“Proprietary Information”** is as defined in Section 20.1.1.

**“Public Safety Answering Point”** or **“PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

**“Publisher”** means CBT's White Pages Directories publisher.

**“Rate Center”** means the specific geographic point which has been designated by a given LEC as being associated with one or more NPA-NXX codes which have been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

**“Receiving Party”** is as defined in Section 20.1.1.

**“Reciprocal Compensation”** is As Described in the Act.

**“Referral Announcement”** is as defined in Article XVII.

**“Renewal Term”** is as defined in Section 21.1.

**“Resale Listing(s)”** means a list containing the names, the telephone numbers, addresses and zip codes of Customers of Intermedia within the defined geographic area, except to the extent such Customers of Intermedia have requested not to be listed in a directory.

**“Routing Point”** means a location which an LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **“RP Practice”**), the Routing Point (referred to as the **“Rating Point”** in such RP Practice) may be an End Office Switch location, or a **“LEC Consortium Point of Interconnection.”** Pursuant to such RP Practice, each **“LEC Consortium Point of Interconnection”** shall be designated by a common language location identifier (CLLI) code with (x)MD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

**“Selective Routing”** or **“SR”** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

**“Service Agency”** means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

**“Service Control Point”** or **“SCP”** is As Defined in the Act.

**“Service Line”** means a telecommunications link from the Central Office terminating at the PSAP.

**“Shared Tenant Service Agreement”** means the provision of centralized Telecommunications Services to tenants within the same building or a complex of buildings.

**“Signaling End Point”** or **“SEP”** means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

**“Signal Transfer Point”** or **“STP”** is As Defined in the Act.

**“Subsequent Billing Company”** or **“SBC”** means the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, CBT is initially the SBC.

**“Switched Access Detail Usage Data”** means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

**“Switched Access Summary Usage Data”** means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

**“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

**“Switching Center”** serves as a Routing Point for Switched Exchange Access and Interconnection Access Service.

**“Synchronous Optical Network”** or **“SONET”** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

**“Technical Reference Schedule”** is the list of technical references set forth in **Schedule 2.3**.

**“Technically Feasible Point”** is As Described in the Act.

**“Telecommunications”** is As Defined in the Act.

**“Telecommunications Act”** means the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

**“Telecommunications Assistance Program”** means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

**“Telecommunications Carrier”** is As Defined in the Act.

**“Telecommunications Service”** is As Defined in the Act.

**“Telephone Exchange Service”** is As Defined in the Act.

**“Telephone Relay Service”** means a service provided to speech-and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and

message screen and to have a live operator read the message to a recipient and then type the message recipient's response to the speech-or hearing-impaired caller.

**“Telephone Toll Service”** is As Defined in the Act.

**“Virtual Collocation”** is As Defined in the Act.

**“Wire Center”** means the Premises of a Party at which all Customer Loops within a defined geographic area are converged. Such Loops may be served by one (1) or more Central Office Switches within such Premises. The Wire Center serves as a Routing Point for Switched Exchange Access Service.

SCHEDULE 2.1

IMPLEMENTATION SCHEDULE

<b>LATA</b>	<b>CBT</b> Interconnection Wire Center <b>(CIWC)</b>	<b>Intermedia</b> Interconnection Switching Center <b>(IISC)</b>	Interconnection Activation Date
922	209/229W. Seventh St.		Upon approval of Commission

## SCHEDULE 2.2

### BONA FIDE REQUEST PROCESS

1. Any request for Interconnection, services or access to any Network Element(s) that is not already available as described herein shall be treated as a Request under this Schedule.
2. CBT shall use this Schedule to determine technical feasibility of the requested Interconnection, services or Network Elements(s) and, for those items that are technically feasible, to provide the terms and timetable for providing the requested items.
3. A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested service, network element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection, service or network element will be used to provide a telecommunications service; (d) the quantity requested; and (e) the location(s) requested.
4. Within three (3) Business Days of receipt of Request, CBT shall acknowledge its receipt and shall have completed its review of the Request for initial compliance with **Section 3** above. In its written acknowledgment, CBT shall advise Intermedia of any missing information reasonably required in order for CBT to complete its preliminary analysis of the Request described in **Section 5** below.
5. Unless otherwise agreed to in writing by the Parties, within fifteen (15) Business Days of its receipt of the Request, CBT shall provide Intermedia a preliminary analysis of the Request. The preliminary analysis shall specify whether or not the requested interconnection, service or network element described in the Request is technically feasible and whether or not CBT believes it is required to provide such Request pursuant to the Telecommunications Act of 1996. Such preliminary analysis shall be in writing and set forth the basis for CBT's conclusions.
6. Unless otherwise agreed to by the Parties, as soon as feasible, but not more than thirty (30) days after CBT notifies Intermedia that the Request is technically feasible, CBT shall provide Intermedia a firm price quote and availability date for such development ("**Bona Fide Request Quote**"). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements ("Standard BFR Request"), for CBT retail Customers, CBT shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests ("Non-standard BFR Request"), CBT shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) days from the date CBT notifies Intermedia that the Request is technically feasible. The Bona Fide Request Quote provided by CBT to Intermedia shall include, at Intermedia's option, either (a) the applicable rates (recurring and nonrecurring) of the requested Interconnection, Network Element or Customized feature, capability or functionality, which rates shall include the reasonable amortized costs of development of such Interconnection, Network Element or customized feature, capability or functionality or (b) the reasonable costs of development of the Interconnection,



Network Element or customized feature, capability or functionality listed as a separate charge and the applicable rates (recurring or nonrecurring for such Interconnection or customized feature, capability or functionality).

7. Within thirty (30) Business Days of its receipt of the Request quote, Intermedia must confirm its order, cancel its Request, or seek remedy under the Dispute Resolution section of the Agreement.

8. CBT will utilize information from previously developed BFRs to address similar arrangements in order to attempt to shorten the response times for the currently requested BFR.

9. In the event of a dispute under this Schedule, the Parties agree to seek expedited Commission resolution of the dispute, with a request to the Commission that the Commission resolve any pricing or provisioning dispute within thirty (30) days of CBT's response to Intermedia's BFR.

10. Intermedia may cancel its bona fide request at any time. However, if Intermedia cancels its bona fide request order after it confirms its order, Intermedia shall pay the reasonable and demonstrable cost of processing and/or implementing the bona fide request up to the date of cancellation.

## SCHEDULE 2.3

### TECHNICAL REFERENCE SCHEDULE

The technical references listed in this schedule represent practices, procedures, service specifications, and equipment specifications related to various telecommunications services, network elements, and other equipment. This list is not intended to be all inclusive.

Some of the Technical References contained herein represent technical specifications intended for manufacturers and developers of hardware and software related to the Telecommunications Industry. As such, they do not apply directly to CBT.

CBT deploys in its network commercially available hardware and software. CBT makes a reasonable attempt to assure that such hardware and software comply with industry standards but makes no guarantee of compliance.

CBT may not have available all of the options indicated in the references contained herein.

#### Unbundled Network Elements

##### Unbundled Loop Transmission

ANSI T1.413-1995 Specifications

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital  
Subscriber Lines

ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy -  
Electrical Interfaces

ANSI T1E1 Committee Technical report Number 28

Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7

Bellcore TR-TSY-000008 Digital Interface Between the SLC Digital Loop Carrier System and  
Local Digital Switch, Issue 2, August 1987

Bellcore TR-TSY-000673, Operation System Interface for an IDLC System (LSSGR)  
FSD 20-02-2100, Issue 1, September 1989

Bellcore Integrated Digital Loop Carrier System General Requirements, Objectives and  
Interface, GR 303-CORE, Issue 1, September 1995

## Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)  
Bellcore GR-1432-CORE (TCAP)  
Bellcore GR-905-CORE (ISUP)  
Bellcore GR-1429-CORE (Call Management)  
Bellcore GR-1357-CORE (Switched Fractional DS1)  
Bellcore GR-1428-CORE (Toll Free Service)  
Bellcore GR-1597-CORE (Calling Name)  
Bellcore GR-954-CORE (Line Information Database)  
Bellcore GR-2863-CORE (Advanced Intelligent Network)  
GR-1298-CORE, AIN Switching System Generic Requirements  
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements  
TR-NWT-001284, AIN 0.1 Switching System Generic Requirements  
SR-NWT-002247, AIN Release 1 Update  
ANSI standards Q.931, Q.932  
Bellcore TR-NWT-08  
Bellcore TR-NWT-303  
TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

## Dedicated Transport

ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability  
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces  
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats  
ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Automatic Protection Switching  
ANSI T1.105.02-1995, American National Standard for Telecommunications-Synchronous Optical Network (SONET) - Payload Mappings  
ANSI T1.105.03-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Jitter at Network Interfaces  
ANSI T1.105.03a-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Jitter at Network Interfaces -DS1 Supplement  
ANSI T1.105.04-1995, American National Standard for Telecommunications-Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures  
ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Tandem Connection

ANSI T1.105.06-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Physical Layer Specifications  
ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)  
ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications  
ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)  
ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications  
ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)  
ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications  
ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment  
ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment  
ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring  
ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification  
Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements  
Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance  
Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria  
Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)  
Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access  
Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

#### Signaling Transfer Points (STPs)

Bellcore GR-82-CORE, Signal Transfer Point Generic Requirements  
ANSI T1.111.2  
ANSI T1.111.3  
ANSI T1.111.4  
ANSI T1.112  
ANSI T1.112.4

ANSI T1.118  
ANSI T1.111.6  
ANSI T1.112.5  
GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)  
GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)  
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)  
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)  
ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)  
ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement  
ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)  
ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks  
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)  
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)  
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)  
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

#### Service Control Points (SCPs)/Call-Related Databases

GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)  
GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)  
GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)

GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995)  
(Replaces TR-NWT-001149)  
GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore,  
October 1995)  
GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free  
Service (Bellcore, May 1995)  
GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

### Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90  
GR-905-CORE  
GR-1429-CORE  
GR-2863-CORE  
GR-2902-CORE

### Performance Standards

Bellcore FR-64, LATA Switching Systems Generic Requirements (LSSGR)  
Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic  
Requirements (TSGR): Common Requirements  
Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance  
Requirements For Fiber Optic Transport Systems  
Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop  
Carriers Systems  
Bellcore TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7  
Bellcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of  
LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)  
Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access  
Digital Subscriber Lines  
Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber  
In The Loop Systems  
GR-303-CORE, Issue 1, September 1995, Integrated Digital Loop Carrier System Generic  
Requirements, Objectives and Interface  
Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing  
Bellcore LSSGR TR-TSY-000511  
Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria  
ANSI T1.105-1995  
ANSI T1.512-1994 Network Performance - Point-to-Point Voice-Grade Special Access  
Network Voiceband Data Transmission Objectives

### Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, "Customer Premises or Network Ground Wire"

Bellcore Generic Requirement GR-49-CORE, "Generic Requirements for Outdoor Telephone Network Interface Devices"

Bellcore Technical Requirement TR-NWT-00239, "Indoor Telephone Network Interfaces"

Bellcore Technical Requirement TR-NWT-000937, "Generic Requirements for Outdoor and Indoor Building Entrance"

## Interconnection

### Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)  
ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks  
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)  
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)  
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)  
Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service  
Bellcore Standard FR-NWT-000476  
ANSI Standard T1.206

#### Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;

#### Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063  
National Electrical Code (NEC) use latest issue  
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)  
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988  
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)  
TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993  
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations  
National Electrical Code (NEC) use latest issue  
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)  
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988  
TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)



TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)

TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)

TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)

TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)

TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993

Underwriters' Laboratories Standard, UL 94

## SCHEDULE 3.7

### CBT INTERCONNECTION STANDARD INTERVALS

#### 1.0 Trunk Provisioning Intervals

Number of End Office

Trunks Per Order

1-96

97 +

New Trunk Groups to Tandem(s)

Interval

10 Business Days

Negotiated

Negotiated

#### 2.0 Trunk Restoral

Type of Outage

Service Affecting

Non-Service Affecting

Interval

within 1 hour

within 24 hours

- 3.0 The Parties agree that additional Interconnection performance measurements may be agreed upon by the Implementation Team. However, if any additional Interconnection performance measurements require a Party to maintain records which it then does not maintain, the Party requesting such new or additional performance measurements shall utilize the Bona Fide Request process in **Schedule 2.2** with respect to such records.

## SCHEDULE 4.7

### CONNECTIVITY BILLING AND RECORDING

- 1.0 CBT will attempt to comply with OBF standards in it's CRIS and CABS billing format.
- 2.0 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to Intermedia. For all Connectivity Charges billed to Intermedia, CBT shall
  - 2.1 indicate the state from which such charges were incurred.
  - 2.2 bill pursuant to this Agreement at the rates set forth in this Agreement.
  - 2.3 bill Intermedia for the Connectivity Charges incurred.
  - 2.4 provide a unique BAN and invoice number for capital expenditures associated with Intermedia collocation (e.g. costs associated with building the "cage")
  - 2.5 provide 13 character alpha/numeric BANS, with only one BAN per state
  - 2.6 provide bills no later than five (5) calendar days from Bill Date.

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from Intermedia Customers served from an Intermedia Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	Intermedia
Local Switching	Intermedia
Interconnection Charge	Intermedia
Local Transport (Tandem)	50% CBT
Termination	50% Intermedia
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

- B. Intrastate access - Terminating to or originating from Intermedia Customers served from an Intermedia Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	Intermedia
Local Switching	Intermedia
Interconnection Charge	Intermedia
Local Transport (Tandem)	50% CBT
Termination	50% Intermedia
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

\* For toll from an Intermedia customer through CBT's network to an IXC not directly connected to Intermedia's switch.

## SCHEDULE 9.2.1

### LOCAL LOOPS

CBT will provide unbundled loops in accordance with the following procedures. Specifications for conditioning, performance, acceptance limits and immediate action limits are listed in **Schedule 2.3** (the “**Technical Reference Schedule**”).

#### 1.0 “Two (2) Wire Analog Voice Grade Loops”

1.1 Two (2) Wire Analog Voice Grade Loops are capable of supporting POTS or POTS-like services utilizing a copper pair or derived analog voice grade channel.

1.2 Two (2) wire Analog Voice Grade Loop must be ordered before additional conditioning options apply. Additional conditioning will be considered incremental in functionality and price to the basic link.

#### 2.0 “Four Wire Analog Voice Grade Loop”

2.1 Four (4) Wire Analog Voice Grade Loops are capable of supporting transmission of voice grade signals using separate transmit and receive paths and terminates in a Four (4)-wire electrical interface at both ends.

#### 3.0 “Two (2) Wire ISDN BRI 160-Kbps Digital Loop”

3.1 Two (2) Wire ISDN BRI Loops are capable of supporting a digital transmission of two (2) 64-Kbps bearer channels and one 16-Kbps data channel (2B+D).

3.2 The loops will be qualified to determine how the Basic two (2) wire Analog VG Link is to be configured to support ISDN BRI services.

#### 4.0 “Four (4) Wire 64-Kbps Digital Loop”

4.1 Four (4) Wire 64-Kbps Digital Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of a 64-Kbps and terminates in a Four (4) Wire electrical interface at both the Customer premises and on the MDF in CBT's Central Office.

#### 5.0 “Four (4) Wire 1.544-Mbps Digital Loop”

5.1 Four (4) Wire 1.544-Mbps Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of 1.544-Mbps and terminates in a Four (4)

Wire electrical interface at the Customer premises and on the DSX frame in CBT's Central Office.

6.0 “Two Wire HDSL Compatible Loop”

6.1 Two Wire HDSL Loops are capable of providing the transmission of a 768-Kbps digital signal.

6.2 The Loops will be provided in areas where non-loaded, twisted pair is available. Loops will be conditioned to allow use of HDSL specifically supporting Adtran HDSL central office and customer premises equipment.

7.0 “Four Wire HDSL Compatible Loop”

7.1 Four Wire HDSL Loops are capable of providing the transmission of a 1.544-Mbps digital signal

7.2 The Loops will be provided in areas where non-loaded, twisted pair is available. Loops will be conditioned to allow use of HDSL specifically supporting Adtran HDSL central office and customer premises equipment.

## SCHEDULE 9.2.2

### UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

CBT's Network Interface Device (“**NID**”) is a Network Element that utilizes one or more cross-connect devices to connect loop facilities to inside wiring.

CBT will permit Intermedia to connect Intermedia's loop to a portion or all of the inside wiring of the Customer's premises through CBT's NID, where necessary. Intermedia must establish the connection to CBT's NID through an adjoining NID, which serves as the network interface or demarcation for Intermedia's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

## SCHEDULE 9.2.3

### SWITCHING CAPABILITY

- 1.0 Local Switching. The local switching capability of a Network Element is defined as:
- 1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
  - 1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and
  - 1.3 all features, functions, and capabilities of the switch available from the specific port type (line-side or trunk-side port), which include:
    - 1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to CBT's Customers, such as a telephone number, white page listing, dial tone and signaling;
    - 1.3.2 access to operator services, directory assistance and 9-1-1; and
    - 1.3.3 the ability to access all other features that the switch provides, including custom calling, CLASS features and Centrex, as well as any technically feasible customized routing functions available from such switch.
- 2.0 Tandem Switching.
- 2.1 The Tandem Switching Capability Network Element is defined as:
    - 2.1.1 an unbundled Network Element in CBT's Class 4 non-TOPS digital Tandem Switches, which includes Interconnection with the trunk at the Tandem Distribution Frame ("TDF") and the Tandem Switch trunk ports;
    - 2.1.2 the basic switching function of creating a temporary transmission path that connects Intermedia's trunks to the trunks of CBT, IXC's, ICO's, CMRS, and other LEC's interconnected to the Tandem Switch.
  - 2.2 Interconnecting trunk types which can be switched include FGB, FGC, FGD and Type II. Signaling support includes, MF, and SS7 and any signaling conversions between these signaling formats.
  - 2.3 The unbundled Tandem Switching Network Element will provide to Intermedia all available basic Tandem Switching functions and basic capabilities that are centralized in the Tandem Switch (and not in End Office Switches), including the following functions CBT makes available to its Customers:



2.3.1 Routing of calls from an inbound trunk to an outbound trunk based on destination digits.

2.3.2 Routing of Equal Access or Operator Service calls from an inbound trunk to an outbound trunk based on the CIC forwarded by the inbound trunk.

2.4 Translations, screening, blocking, and route indexing are provided if technically feasible under the standard switching translations and screening in use in that switch. A request for translations, screening, blocking, route indexing other than what is in use in that switch will be provided where technically feasible as a Bona Fide Request. CBT will provide these features if technically feasible and, upon agreement by Intermedia to pay the applicable recurring and non-recurring costs of developing, installing, providing and maintaining the capability. Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

## SCHEDULE 9.2.4

### INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are CBT transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide Telecommunications Services between Wire Centers/Switching Centers owned by CBT or Intermedia, or between Switches owned by CBT or Intermedia.

1.0 CBT provides several varieties of unbundled Interoffice Transmission Facilities:

1.1 Unbundled dedicated interoffice transport facility ("**Dedicated Transport**") is a dedicated facility connecting two CBT Central Office buildings via CBT transmission equipment. In each Central Office building, Intermedia will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2 "**Unbundled dedicated entrance facility**" is a dedicated facility connecting CBT's transmission equipment in an CBT Central Office with Intermedia's transmission equipment in Intermedia's Switching Center for the purposes of providing Telecommunications Services.

1.3 "**Common Transport**" is an interoffice transmission path between CBT Network Elements shared by carriers. Where CBT Network Elements are connected by intra office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Common Transport consists of CBT inter office transport facilities and is a distinct rate element but cannot be provisioned separate from local or tandem switching.

2.0 CBT shall offer Interoffice Transmission Facilities in each of the following ways:

2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48).

2.2 Common Transport, as described in **Section 1.3** above.

3.0 Where Dedicated Transport or Common Transport is provided, it shall include (as appropriate):

3.1 The transmission path at the requested speed or bit rate.

3.2 The following optional features are available, if requested by Intermedia, at additional cost:

3.2.1 Clear Channel Capability per 1.544-Mbps (DS1) bit stream;

3.2.2 CBT-provided Central Office multiplexing.

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128-, 256-, 384-Kpbs Transport; multiplexing

3.3 If requested by Intermedia, the following are available at an additional costs:

3.3.1 1 + 1 Protection for OC3, OC12 and OC48;

3.3.2 1 + 1 Protection with Cable Survivability for OC3, OC12 and OC48;

3.3.3 1 + 1 Protection with Route Survivability for OC3, OC12 and OC48.

4.0 Technical Requirements. This Section sets forth technical requirements for all Interoffice Transmission Facilities.

4.1 When CBT provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and OC3) shall be dedicated to Intermedia-designated traffic.

4.2 CBT shall offer Interoffice Transmission Facilities in all then-currently available technologies, including DS1 and DS3 transport systems, SONET Bi-directional Line Switched Rings when used by CBT, SONET Unidirectional Path Switched Rings, and SONET point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates, except subrate services, where available.

4.3 For DS1 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office **“CI to CO”** connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.4 For DS3 facilities, and higher rate facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office **“CI to CO”** connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.5 When requested by Intermedia, Interoffice Transmission Facilities shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

4.6 When physical diversity is requested by Intermedia, CBT shall provide physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Intermedia).

4.7 Any request by Intermedia for diversity shall be subject to additional charges.

4.8 CBT shall offer the following interface transmission rates for Interoffice Transmission Facilities:

4.8.1 DS1 (Extended SuperFrame - ESF and D4);

4.8.2 DS3 (C-bit Parity and M13 shall be provided);

4.8.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.8.4 DS0

4.9 CBT shall permit (when made available as a service ) Intermedia to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that CBT offers such capabilities to IXCs that purchase transport services. If Intermedia requests additional functionality, such request shall be made through the Bona Fide Request process.

## SCHEDULE 9.2.5

### SIGNALING NETWORKS AND CALL-RELATED DATABASES

1.0 Signaling Transfer Points. A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

#### 1.1 Technical Requirements.

1.1.1 STPs shall provide access to all other Network Elements connected to CBT SS7 network. These include:

- (a) CBT Local Switching or Tandem Switching;
- (b) CBT Service Control Points/Databases;
- (c) Third-party local or tandem switching systems; and
- (d) Third-party-provided STPSs.

1.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the CBT SS7 network. This explicitly includes the use of the CBT SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the CBT SS7 network (*i.e.*, transit messages). When the CBT SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3 If an CBT Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Intermedia local switch and third-party local switch, the CBT SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the Intermedia local STPSs and the STPSs that provide connectivity with the third-party local switch, even if the third-party local switch is not directly connected to the CBT STPSs, based on the routing instruction provided in each message.

1.1.4 STPs shall provide the following functions of the MTP as defined in the applicable standards described in **Schedule 2.3**

(a) Signaling Data Link functions;

(b) Signaling Link functions; and

(c) Signaling Network Management functions.

1.1.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in the applicable standards in **Schedule 2.3**. In cases where the destination signaling point is an CBT local or tandem switching system or database, or is an Intermedia or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the CBT SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6 If and when made available by CBT, STPs shall provide all functions of the OMAP commonly provided by STPs. This includes:

(a) MTP Routing Verification Test (MRVT); and

(b) SCCP Routing Verification Test (SRVT).

1.1.7 In cases where the destination signaling point is an CBT local or tandem switching system or database, or is an Intermedia or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the CBT SS7 network.

1.1.8 STPs shall be based upon the following performance standards:

(a) MTP Performance, as specified in ANSI T1.111.6; and

(b) SCCP Performance, as specified in ANSI T1.112.5.

## 1.2 Signaling Link Transport.

1.2.1 **Definition.** Signaling Link Transport is a set of two (2) or four (4) dedicated 56-Kbps transmission paths between Intermedia-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2 Signaling Link Transport shall consist of full duplex mode 56-Kbps transmission paths.

1.2.3 Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- (a) As an **“A-link,”** which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and
- (b) As a **“D-link,”** which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4 Signaling Link Transport layers shall consist of two (2) or more signaling link layers as follows:

- (a) An A-link layer shall consist of two (2) links;
- (b) A D-link layer shall consist of four (4) links.

1.2.5 A signaling link layer is designed to satisfy a performance objective such that:

- (a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- (b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6 A signaling link layer shall to the extent physically reasonable satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- (a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- (b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the Intermedia-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.



## SCHEDULE 9.2.6

### OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 1.0 Pre-Ordering, Ordering and Provisioning. CBT will use the interface described in **Section 10.13.2(a)** (including the separate interface used for ordering prior to the third quarter of 1997 - October 1, 1997) necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection and due date selection). However, the Local Service Request (“**LSR**”) interface will be used for the transfer of information concerning the Network Elements and Combinations which Intermedia intends to order in a specific Wire Center.
- 2.0 **Maintenance and Repair.** CBT will use the interface described in **Section 10.13.3(a)** for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).
- 3.0 Billing. CBT will provide appropriate usage data to Intermedia to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

## SCHEDULE 9.2.7

### DIRECTORY SERVICES

- 1.0 Directory Assistance. Directory Assistance (“**DA**”) service shall consist of the following services.
- 1.1 Directory Assistance - those calls in which the Customer dials digits designated by Intermedia to obtain Directory Assistance for local numbers located within his/her local calling area (including but not limited to 411, 555-1212, NPA-555-1212) dialed by Intermedia subscribers directly to either the Intermedia DA service platform or CBT DA service platform as specified to Intermedia. Two listings will be provided per call.
- 1.2 Branding - the ability to put branding messages on the front end of a DA call that is directly trunked into CBT's DA switch, or to choose not to provide such a message.
- 1.3 Directory Assistance Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit (“**ARU**”) the option of having local calls completed by pressing a specific digit on a touch tone telephone. Directory Assistance Call Completion is currently available to Intermedia if it direct trunks its DA calls to CBT. Upon request and to the extent technically feasible, call completion to the requested number for local toll calls shall be sent to the network specified by Intermedia without the need to route through direct trunks. Intermedia shall rate and bill its Customers for Directory Assistance Call Completion calls.
- 1.4 Upon request, and through a technically feasible arrangement, CBT will provide access to databases used in the provisioning of DA at rates that recover CBT's costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having Intermedia's Telephone Exchange Service DA listing in the area placed into CBT's DA database, or to enable Intermedia to utilize read only access of DA listings in the database that Intermedia can provide a Telecommunications Service consistent with Section 251(c)(3) of the Act.
- 2.0 Rate Application. CBT shall provide billing and performance reporting for bill verification to Intermedia in the same category and method as CBT is billed by its Third Party Operator Services Vendor. If special billing is requested, Intermedia shall reimburse CBT or its Third Party Operator Services Vendor for costs incurred to develop specialized billing.
- 2.1 Lost Records. If CBT is responsible for lost, destroyed, or mutilated OSPS AMA recordings, CBT will not bill Intermedia for those calls for which there are no records. Likewise,

CBT shall not be held responsible by Intermedia for lost revenue. However, if within ninety (90) days, actual data should become available, CBT will bill Intermedia for those calls using actual data.

### 3.0 Implementation Team Issues

The following issues will be addressed by the Implementation Team and included in the Implementation Plan:

#### 3.1 Directory Assistance

3.1.1 CBT shall notify Intermedia in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to Intermedia.

3.1.2 CBT shall provide Intermedia with the same level of support for the provisioning of Directory Assistance as CBT provides itself, assuming that Intermedia's DA traffic is of the same nature as CBT's. Quality of service standards shall be in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that CBT uses and/or which are required by law, regulatory agency, or by CBT's own internal procedures.

3.1.3 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for a number of rings to answer.

3.1.4 CBT agrees to maintain an adequate operator work force based.

3.1.5 Intermedia has the right, once annually, to visit each CBT-owned or subcontracted office upon reasonable notice to CBT or with greater frequency by mutual consent of the Parties. Upon request, CBT will provide system results.

3.1.6 CBT shall provide the following minimum Directory Assistance capabilities to Intermedia's subscribers:

(a) Populate the Directory Assistance database in the same manner and in the same time frame as for CBT subscribers.

3.1.7 CBT shall provide data regarding billable events as requested by Intermedia.

SCHEDULE 9.3.4

COMBINATIONS

1.0 Loop Combination

Unbundled NID  
Unbundled Loop

2.0 Loop/Transport Combination #1 (VG Interface)

Unbundled NID  
Unbundled Loop  
Concentrators/Multiplexers  
Dedicated Transport

3.0 Loop/Transport Combination #2 (DS1 Interface)

Unbundled NID  
Unbundled Loop  
Concentrators/Multiplexers  
Dedicated Transport

## SCHEDULE 9.5

### PROVISIONING OF NETWORK ELEMENTS

#### 1.0 General Provisioning Requirements.

1.1 Subject to the terms of Article IX, Intermedia may order and/or request Network Elements individually.

1.2 CBT shall provide provisioning services to Intermedia during Normal Business Hours on Business Days, except that Intermedia may request CBT to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Intermedia requests that CBT perform provisioning services at times or on days other than as required in the preceding sentence, CBT shall provide such services based on time and materials charges for all CBT personnel involved as set forth in the Pricing Schedule.

1.3 CBT shall provide a CLEC Service Center (LEC-C) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's unbundled Network Elements. The LEC-C shall provide an electronic interface to accept LSRs ordering and provisioning service. If CBT expands its use of its electronic interfaces and support systems, it will afford the same opportunity to Intermedia. The LEC-C shall provide to Intermedia a telephone number (operational during Normal Business Hours on Business Days.), which will be answered by capable staff trained to resolve problems in connection with the provisioning of Network Elements or Combinations. The LEC-C is responsible for order acceptance, order issuance and return of the Firm Order Commitment ("FOC") to Intermedia as specified in the Schedule 9.5.

1.4 CBT shall provide to Intermedia a single point of contact for all maintenance and repair activities. A telephone number will be provided 24 hours per day, seven days per week.

1.5 CBT will recognize Intermedia as the Customer of Record of all Network Elements and agreed-to Combinations ordered by Intermedia and will send all notices, invoices and pertinent Customer information directly to Intermedia.

1.6 When requested by Intermedia, CBT will schedule installation appointments with CBT's representative on the line with Intermedia's representative until Intermedia has access to CBT's scheduling system.

1.7 CBT will provide Intermedia with a ("FOC") for each order by 5:00 p.m. of the next Business Day of CBT's receipt of that order, or within a different time interval agreed upon by

the Implementation Team. The FOC must contain an enumeration of Network Elements as ordered by Intermedia and CBT's commitment date for order completion ("Committed Due Date"), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.

1.8 CBT may not initiate any disconnection or rearrangement of any Intermedia ordered Elements, except as directed by another LEC which has subsequently been authorized by the customer to act as the customer's agent and requests such rearrangement or disconnection.

1.9 Upon work completion, CBT will provide Intermedia (unless otherwise notified by Intermedia) with an order completion per order that states when that order was completed. CBT shall respond with specific order detail as enumerated on the FOC.

1.10 As soon as identified, CBT shall provide notification of Intermedia orders that are incomplete or incorrect and therefore cannot be processed.

1.10.1 CBT will perform pre-testing of Network Elements in accordance with CBT's standards. At Intermedia's request, CBT will make available to Intermedia for an additional charge any available test and turn-up results in support of the Network Elements ordered by Intermedia.

1.11 As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Network Elements or Combinations. CBT shall indicate its new committed due date within 24 hours.

1.12 Subject to Article IX, Network Elements will be provisioned with customer-specific and bulk orders, as specified by Intermedia.

1.13 CBT shall provide to Intermedia upon request and at rates as specified in the Pricing Schedule.

1.13.2 a listing by street address detail, of the service coverage area of each switch CLI;

1.13.3 when available, all engineering design and layout information for each Network Element except that layout information for basic 2-wire analog loops which will be provided only when qualification is ordered;

1.14 Promptly after the Effective Date, CBT shall provide Intermedia an initial electronic copy of the following information:

#### 1.14.1 Street address verification;

Electronic updates to such information shall be provided monthly to Intermedia as changes are made to such information.

1.15 For order of Network Elements (and INP with the Installation of a Loop) that require coordination among CBT, Intermedia and Intermedia's Customer, Intermedia shall be responsible for any necessary coordination with the Intermedia Customer.

1.16 CBT shall recognize Intermedia as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or CBT provided Intermedia has obtained proper authorization from the Customer.

#### 1.17 Order Rejections

CBT shall reject and return to Intermedia any order that CBT cannot provision, and in its reject notification provide an error code identifying the reasons for which the order was rejected.

#### 1.18 Service Order Changes

1.18.1 If an installation or other Intermedia-ordered work requires a change from the original Intermedia service order in any manner, CBT shall call Intermedia in advance of performing the installation or other work to obtain authorization. CBT shall then provide Intermedia an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall notify Intermedia of actual labor hours and/or materials used in accordance with regular service order completion schedules.

1.18.2 If an Intermedia Customer requests a service change at the time of installation or other work being performed by CBT on behalf of Intermedia, CBT, while at the Customer premises, shall direct the Intermedia Customer to contact Intermedia so as to avoid unnecessary delays in service activation should the CBT representative leave the Customer premises. If CBT's technician awaits Intermedia's response for more than fifteen (15) minutes, Standby Charges as set forth in the Pricing Schedule will apply.

1.18.3 If Intermedia requests a change in due date or changes the content of an order it has provided to CBT, service order change charges as specified in the Pricing Schedule will apply.

## 2.0 Unbundled Local Loop Transmission

### 2.1 Access to Unbundled Local Loops.

2.1.1 Intermedia shall access CBT's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the CBT Wire Center where that element exists and each Loop shall be delivered to Intermedia's Collocation by means of a Cross-Connection, which shall be provided at an additional charge.

2.1.2 CBT shall provide Intermedia access to its unbundled Loops at each of CBT's Wire Centers. In addition, if Intermedia requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, CBT shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to Intermedia. If, however, no spare physical Loop is available, CBT shall within forty-eight (48) hours of Intermedia's request notify Intermedia of the lack of available facilities. Intermedia may then at its discretion make a Bona Fide Request for CBT to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 2.2.2 of this Schedule and the CBT Network Element Performance Benchmarks set forth in Schedule 9.10 of this Agreement shall not apply to unbundled Loops provided under this Section 2.1.2.

## 2.2 Provisioning of Unbundled Loops.

2.2.1 Intermedia shall request unbundled Loops from CBT by delivering to CBT a valid electronic transmittal service order (a "**Service Order**") using the electronic interface. Within one (1) business day of CBT's receipt of a Service Order, CBT shall provide Intermedia the FOC date and Frame Due Time (FDT) according to the applicable CBT Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

## 2.3 Coordination of conversions of "live" Telephone Exchange Services will be as specified in **Schedule 9.5.4**

2.3.1 Not less than (1) hour prior to the Scheduled Cutover Window, either Party may contact the other Party and unilaterally designate a new Scheduled Cutover Window. However, If CBT requests the New Cutover Window, the applicable Line Connection Charge shall be waived; and If Intermedia requests the New Cutover Window, Intermedia shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.3.2 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the Intermedia Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by CBT (and not by a



Intermedia contributing Delaying Event), CBT shall waive the applicable Line Connection Charge for such element. If Intermedia has ordered INP with the installation of a Loop, CBT will coordinate the implementation of INP during the Cutover Window at no additional charge.

### 3.0 Network Interface Device Capability.

3.1 CBT will provide Intermedia access to NIDs in a manner that will permit Intermedia to connect its loop facilities to the Customer's inside wiring through CBT's NID, as required. Intermedia shall establish this connection through an adjoining NID provided by Intermedia.

3.2 Due to the wide variety of NIDs utilized by CBT (based on Customer size and environmental considerations), Intermedia may access the Customer's inside wire by any of the following means:

3.2.1 Where an adequate length of inside wire is present and environmental conditions permit, Intermedia may remove the inside wire from CBT's NID and connect that wire to Intermedia's NID;

3.2.2 Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;

3.2.3 Enter CBT's loop terminal enclosure located at a multiple dwelling unit ("MDU") for the purpose of accessing Customer premises inside wire and extending such wire to Intermedia's own adjoining NID; or

3.2.4 Request CBT to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Intermedia, its agent, the building owner or the Customer).

3.3 If Intermedia accesses the Customer's inside wire, the time and materials charges will be billed to the requesting party (i.e., Intermedia, the building owner or the Customer).

3.4 In no case shall Intermedia remove or disconnect CBT's loop facilities from CBT's NIDs, enclosures, or protectors.

3.5 In no case shall Intermedia remove or disconnect ground wires from CBT's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, CBT will work with Intermedia to develop specific procedures to establish the most effective means of implementing this Section 3.0.

#### 4.0 Interoffice Transmission Facilities.

CBT shall:

4.1 Provide Intermedia exclusive use of Interoffice Transmission Facilities dedicated to Intermedia, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Intermedia;

4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Intermedia could use to provide Telecommunications Services;

4.3 Permit, to the extent technically feasible, Intermedia to connect such interoffice facilities to equipment designated by Intermedia, including Intermedia's Collocated facilities.

#### 5.0 Signaling Networks and Call-Related Databases

##### 5.1 Signaling Networks.

5.1.1 If Intermedia purchases Switching Capability from CBT, CBT shall provide access to its signaling network from that switch in the same manner in which CBT obtains access to such switch itself.

5.1.2 If Intermedia has its own switching facilities, CBT shall provide Intermedia access to STPs to each of Intermedia's switches, in the same manner in which CBT connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from Intermedia's switch to Intermedia's STP, or linking Intermedia's switch to its own STP and then connecting that STP to CBT's STP via a "B" or "D" link); provided that CBT shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of Intermedia's own STPs to Intermedia's switch- or call-related databases or (iii) unbundle an SCP from its associated STP.

5.1.3 The Parties shall agree upon appropriate mediation mechanisms and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that Intermedia's switch is compatible with CBT's SS7 network;
- Certification that Intermedia's switch is compatible with CBT's AIN SCP;;
- Certification that Intermedia's switch is compatible with a desired AIN application residing on CBT's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by Intermedia, so that CBT can provide sufficient SS7 resources for Intermedia and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that CBT's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by CBT's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

## 5.2 Call-Related Databases.

5.2.1 For purposes of switch query and database response through a signaling network, CBT shall provide Intermedia access to its call-related databases, as described in Schedule 9.2.4 by means of physical access at the STP linked to the unbundled database.

5.2.2 The Parties shall agree upon appropriate mediation mechanisms and arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;

- Usage forecasts provided by Intermedia so that CBT can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within CBT's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

### 5.3 Service Management Systems.

5.3.1 CBT shall provide Intermedia with the information necessary to enter correctly, or format for entry, the information relevant for input into CBT's Service Management System ("SMS"). In addition, CBT shall provide Intermedia equivalent access to design, create, test, and deploy Advanced Intelligent Network-based services at the SMS.

5.3.2 CBT shall provide Intermedia with the information necessary to enter correctly, or format for entry, the information relevant for input into its SMS. Access will be provided in an equivalent manner to that which CBT currently uses to provide such access to itself (e.g., submitting magnetic tapes if Intermedia inputs magnetic tapes, or through an electronic interface equivalent to that used by Intermedia). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

5.3.3 CBT shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

## 6.0 Directory Services.

6.1 CBT shall provide Intermedia access to CBT's Directory Assistance facilities where technically feasible.

6.2 CBT shall provide unbundled Directory Assistance ("DA") to Intermedia directly as a separate Network Element. A list identifying the NPA/Exchange areas of CBT Directory Assistance, and Directory Assistance Call Completion services will be provided to Intermedia and will be updated as such DA services are provided in additional NPA/Exchange Areas.

6.3 As a facilities-based provider, Intermedia will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed-upon meet point with CBT facilities for access to unbundled DA services. Intermedia is responsible for delivering its DA traffic to CBT's operator service switch. Specifically, Intermedia shall deliver its traffic direct from the Switching Center to the operator service switch location determined by CBT based on the existing capacity of its service centers. CBT will, if technically feasible, enable Intermedia to deliver its DA traffic to the operator service switch most closely located to the Intermedia's NPA/exchange originating the call.

6.4 CBT will provide and maintain the equipment at its DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the DA service meets standards set forth by the Kentucky Public Service Commission.

6.5 CBT will provide DA in accordance with its then-current internal operating procedures and/or standards.

6.6 CBT will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Intermedia has the right, once annually, to visit each CBT-owned or -subcontracted office upon reasonable notice to CBT or with greater frequency by mutual consent of the Parties. Upon request, CBT will provide monthly answer time results (percent of calls answered exceeding ten (10) seconds) Directory Assistance.

6.7 Intermedia is solely responsible for providing all equipment and facilities to deliver DA traffic to the point of Interconnection with CBT facilities.

6.8 Intermedia will provide and maintain the equipment at its offices necessary to permit CBT to perform its services in accordance with the equipment operations and traffic operations which are in effect in CBT's DA office. Intermedia will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

6.9 Access of resellers and Intermedia to DA of CBT, and the DA Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that CBT provides to all CBT end-user customers of its DA services. Upon request, CBT will, as technically feasible, provide a different quality of service, upon agreement by Intermedia to pay to CBT its costs of developing, installing, maintaining, Staffing and Operating, and repairing access to and provision of the Network Element at such quality of service.

6.10 Intermedia will furnish to CBT all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information.

For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information.

6.10.1 For DA services, Intermedia will furnish CBT, ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated, details necessary to provide that service. This information includes listing information for the areas to be served by CBT and network information necessary to provide for the direct trunking of the DA calls.

6.10.2 Intermedia will keep these records current and will inform CBT, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Implementation of such changes shall be dependent upon the nature and complexity of the request. When significant table changes are required, CBT and Intermedia will mutually agree to implementation date. Intermedia will inform CBT of other changes in the records on a mutually agreed-upon schedule.

6.11 If Intermedia purchases DA Network elements upon request and as, technically feasible, CBT will re-brand such DA services based upon Intermedia's agreement to pay rates that compensate CBT for any costs it incurs in developing, installing, providing and maintaining such rebranded service. To the extent that multiple carriers request the same branding service, such rate shall be allocated on a pro rata share. For branding of calls, Intermedia must provide an announcement in a format acceptable to CBT, no longer than three (3) seconds or at parity with CBT, for installation on each DA switch serving Intermedia's Customers.

6.12 Branding: Re-branding is available as follows:

Normally, DA services, both bundled and unbundled, will be branded with CBT's name as the provider of the service. Upon request from Intermedia, and as technically feasible, CBT will re-brand DA traffic from Intermedia's telephone exchange lines, or to Intermedia's unbundled DA Network Element. Re-branded service requires that Intermedia arrange to have the subject DA traffic delivered to CBT's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable. Re-branding is provided at rates that recover CBT's costs of developing, installing, providing and maintaining such service.

6.13 Intermedia will provide CBT during the term of this Agreement its DA listings. DA listings provided to CBT by Intermedia under this Agreement will be used and maintained by CBT only for providing Telecommunications Services, and will not be disclosed to third parties. This section does not prohibit CBT and Intermedia from entering into a separate agreement which would allow CBT to provide or sell Intermedia's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.



## INDENTED LISTING (CAPTION) SET

HEADER RECORD	Contains listed name; address and telephone number data fields are blank.
SUB-HEADER RECORD/ LISTING	May contain name data only, or may include address data. Associated subordinate records may, or may not be present.
INDENTED NAME LISTING	Contains name data , may or may not have address data, and telephone number data.
INDENTED ADDRESS LISTING	Contains address and telephone number data; the name data text field is blank.
LEVEL OF INDENT	Header record is zero (0), sub-header and indented records range from 1 - 7.

### 7.2.3 Data Field Elements

#### Requirements for Initial Processing and Daily Update Activity

DATA FIELD	DATA ELEMENT	FIELD LENGTH
ACTION CODE	A = Add      I = In D = Delete or O = out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	Required: 8 digits
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff.	Required: 4 digits
DIRECTORY SECTION	Name of the directory section where the record is to be listed.	Required: Maximum of 50 alpha characters



LISTING IDENTIFIER	F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	Optional: 1 alpha character
FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7)	Required: Maximum of 3 alpha characters
LISTING TYPE	L = Listed NP = Non-Published	Required: Maximum of 2 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set  An Indented listing relates to either a caption or Straight Line Under (SLU) set listing.	Required: 1 alpha character
INDENT LEVEL	0 = Non-indented record 1 - 8 = Level of indented record	Required: 1 digit
ADDRESS HOUSE NUMBER	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PRE-DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree-Dunwoody, HWY 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.

ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters
ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME ABBREVIATION	Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office.	Maximum of 2 alpha characters
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to Intermedia.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters in CBT format and style
NAME - FIRST WORD	Surname of a Residence or Business listing, or first word of a Business or Government listing  Multi-word or hyphenated surnames should be treated as one word.	Required for a zero (0) level record. Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname.  Maximum of 50 alpha, numeric, alphanumeric, or special characters

NAME -SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing	Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.
LINEAL DESCENT	e.g., SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(s)	e.g., MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters
DEGREE	e.g., MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters CBT populates Degree data in the Designation field.
NICKNAME	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed subscriber's profession, business, or location, e.g., ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters

STANDARD  
TELEPHONE  
NUMBER \*

NPA NXX-LINE

Optional: 12  
characters, including  
space and hyphen

NON-STANDARD  
TELEPHONE  
NUMBER \*

Telephone numbers less than or more than the  
standard telephone number.

Optional: Minimum of  
1 digit, maximum of 22  
characters, including  
spaces and hyphens

\* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

## SCHEDULE 9.5.4

### COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS

#### 1.0 General Coordinated Installation Process.

1.1 CBT and Intermedia shall coordinate installation in such a way as to minimize the out of service time a Customer may experience, and to minimize the need for live telephone conversations between CBT and Intermedia to perform the conversion.

Where possible, CBT will match the disconnection of a CBT service with the installation of CBT Unbundled Loops or Local Switching and the provisioning of INP as ordered. A Frame Due Time (FDT) will be assigned to the multiple service orders involved in a conversion. The FDT will define a two hour "Cutover Window" in which CBT will work the various orders and will determine the time frame within which Intermedia must complete its portion of the installation process.

1.2 The table below identifies the cutover windows available for each FDT specified. The FDT is available during Normal Business Hours, Business Days.

<b>FDT *</b>	<b>CUTOVER WINDOW</b>
10 AM	8-10 AM
11 AM	9-11 AM
12 AM	10-12 AM
1 PM	11 AM-1 PM
2 PM	12 PM-2 PM
3 PM	1 PM-3 PM
4 PM	2 PM-4 PM
5 PM	3 PM-5 PM

The Table in this **Schedule 9.5.4, Section 1.2**, will be subject to revision by mutual agreement between the Parties.

1.3 If Intermedia has a special request for service coordination which is not part of the process as described above, including conversions at times outside of the normal FDT windows, CBT will with proper notice and agreement schedule the service order activities to accommodate the request. This request will be indicated as FDT=X. Due to the additional CBT resources that are necessary to accommodate the special request, additional charges per the Pricing Schedule will apply.

1.4 The FDT process requires the following steps:

1.4.1. Prior to the Cutover Window 8:00 A.M. on the Due Date, the provider of dial tone will have dial tone translated and available. CBT shall perform the Dial Tone Test during the Cutover Window at no charge to Intermedia.

1.4.2. Within the FDT window, the physical activity of disconnecting and placing central office jumpers will take place.

1.4.3. At the midpoint of the FDT window, translations work will be initiated to add or remove features, including translations required to implement interim number portability.

\* For CBT Band three (3) Rural Offices, (identified in Exhibit B) the Cutover Window shall be extended to three (3) hours. However, the conversion interval shall remain at sixty (60) minutes or less.

## SCHEDULE 9.9

### NETWORK ELEMENT STANDARD INTERVALS

#### A. Standard Intervals for specific types of individual Network Elements:

##### Unbundled Loops

##### 1. Two-Wire Analog Voice Grade Loops (POTS)

Volume: \*

1-24 Loops	5 Business Days
25+ Loops	Negotiated

##### 2. Two-Wire Analog Voice Grade Loops (Qualified/Conditioned)

Volume: \*

1-10 Loops	7 Business Days
11-20 Loops	10 Business Days
21+ Loops	Negotiated

##### 3. Two Wire ISDN BRI 160 Kbps Digital Loop 10 Business Days

##### 4. Two Wire HDSL Compatible Loop Negotiated

##### 5. Four Wire HDSL Compatible Loop Negotiated

##### Unbundled Interoffice Transmission Facilities

##### 1. DS1 Interoffice Transmission Facilities

(a) Facilities Available	7 Business Days
(b) Facilities or Force Not Available	Negotiated

##### 2. DS3 Interoffice Transmission Facilities Negotiated

##### 3. OC-N Interoffice Transmission Facilities Negotiated

\* Number of individual Network Elements on a single Order, with requirement that separate orders are required for each specific customer premises for Unbundled Loops and NID; however CBT's performance with respect to the Performance Category reflected in this **Schedule 9.9** is determined on a loop-by-loop basis.

B. Parity Measurements

CBT shall, on a quarterly basis, accumulate the following measurements solely for demonstration of compliance with **Section 9.4.**

1. Percent of Firm Order Commitments (FOC) provided by 5:00 p.m. of next Business Day.



## SCHEDULE 10.1

### WHOLESALE RESALE SERVICES

1.0 Subject to changes due to decisions of the Commission or other applicable laws, rules, regulations or orders, CBT shall apply a wholesale discount of eleven point nine-two percent (11.92%) to all discounted resale services. When Intermedia provides its own OS/DA service, CBT shall apply a wholesale discount of twelve point six-two percent (12.62%).

SCHEDULE 10.3.1

GRANDFATHERED SERVICES  
KENTUCKY

GENERAL EXCHANGE TARIFF PSCK NO. 8 (GET)  
EXCHANGE RATE TARIFF PSCK NO. 1 (ERT)

TOPIC	TARIFF	SECTION	PAGE
CENTREX Type I and II	GET	24	ALL
Combination Basic Exchange Service	GET	3	ALL
Direct Inward Dialing - 100 Number Blocks	GET	15	193.1
PBX Secretarial Switchboards	GET	15	198, 199
Measured Service	ERT	1, 2	5.1, 6.1
Joint User	GET	12	ALL

SCHEDULE 10.3.2

WITHDRAWN SERVICES  
KENTUCKY

NONE

SCHEDULE 10.9

RESALE STANDARD INTERVALS

Standard Interval Guidelines

Service	Quantity	Interval (Business Days)
<b>Residence Lines</b>	<b>Facilities available - no premises visit required</b>	
	Order received before 12 noon	To be completed next day by 5 p.m.
	Order received after 12 noon	2
	<b>Facilities available - premises visit required</b>	5
	<b>No facilities - premises visit required</b>	5
	<b>Additional line</b> (>1 residence line/same premises)	5
<b>Basic Business</b>	1-5 lines	5
	6-10 lines	5
	11-15 lines	5
	16 + lines	Negotiated
<b>Vertical Features</b>	<b>Add or change Vertical Features:</b>	
	Order received before 12 noon	To be completed same day by 5 p.m.
	Order received after 12 noon	To be completed next day by 5 p.m.
<b>Complex Business</b>	<b>ISDN - BRI</b>	10
	<b>PBX Trunks</b> (in a new Trunk Group)	
	1-4 trunks	10
	5-8 trunks	15
	9-12 trunks	21
	13+ trunks	Negotiated
	<b>PBX Trunks</b> (additions to existing Trunk Group)	

<b>Service</b>	<b>Quantity</b>	<b>Interval (Business Days)</b>
	1-10 trunks	5
	11-20 trunks	10
	21+ trunks	Negotiated
	<b>Centrex 2000</b> (upon Commission approval of Commitment 2000)	Negotiated
	<b>Trunk Advantage &amp; Prime Advantage</b>	
	1-48 trunks	10
	49-96 trunks	14
	97-144 trunks	18
	145+ trunks	Negotiated

Note: As the regulatory environment changes, services may be added or deleted from the chart as mutually agreed upon by the Parties.

B. Parity Measurements

CBT shall, on a quarterly basis, accumulate the following measurements for demonstration of compliance with **Section 10.8**.

1. **Order Confirmation**

Percent of Firm Order Commitments (FOC) provided by 5:00 p.m. of next Business Day.

2. **Repair**

Average monthly restoral hours for special services circuits.

C. Additional Reporting Requirements

The Parties agree that it may be necessary to alter the reporting requirements during the course of this Agreement. To the extent that the Parties are unable to agree on any requested changes, either Party may submit requests for changes pursuant to the Bona Fide Request process in **Schedule 2.2**.

## SCHEDULE 10.11.1

### FORM OF REPRESENTATION OF AUTHORIZATION

Intermedia/CBT hereby represents to CBT/Intermedia, for purposes of obtaining a Customer's Customer Proprietary Network Information (“**CPNI**”) or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Intermedia/CBT (i.e., those Customers for whom Intermedia/CBT has not obtained Documentation of Authorization to provide Telephone Exchange Service), Intermedia/CBT acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, to the extent allowed by applicable law, password verification, or by other means, in each case as approved by the FCC or the Commission (“**Documentation of Authorization**”), that explicitly authorizes Intermedia/CBT to have access to the prospective Customer's CPNI. However, Intermedia/CBT may obtain a blanket Document of Authorization for the Customer authorizing the release of CPNI to Intermedia/CBT covering any and all requests for such CPNI made over a period of time designated by such authorization. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, Intermedia/CBT must submit to CBT/Intermedia the Documentation of Authorization. If Intermedia/CBT cannot provide applicable Documentation of Authorization, then CBT/Intermedia shall not provide CPNI to Intermedia/CBT.
2. CBT/Intermedia will only disclose CPNI to agents of Intermedia/CBT identified in the Documentation of Authorization.
3. If Intermedia/CBT has already obtained Documentation of Authorization from the Customer to place an order for Telephone Exchange Service for the Customer, Intermedia/CBT need not submit Documentation of Authorization to obtain the Customer's CPNI.
4. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Intermedia/CBT acknowledges that it must obtain Documentation of Authorization that explicitly authorizes Intermedia/CBT to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. Intermedia/CBT need not submit the Documentation of Authorization to process a service order. However, Intermedia/CBT hereby represents that it will not submit a service order to CBT/Intermedia unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

5. The Documentation of Authorization must clearly and accurately identify Intermedia/CBT and the prospective Customer.
6. Intermedia/CBT shall retain or be able to produce all Documentation of Authorization for as long as Intermedia/CBT provides Telephone Exchange Service to the Customer or for as long as Intermedia/CBT makes requests for information on behalf of the Customer.
7. Intermedia/CBT shall provide, during Normal Business Hours, Documentation of Authorization for Customers or prospective Customers to CBT/Intermedia upon request, when such Documentation of Authorization is at issue.
8. Intermedia/CBT is responsible for, and shall hold CBT/Intermedia harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of \_\_\_\_\_, 1998 by and between CBT and Intermedia (the **"Interconnection Agreement"**)) resulting from CBT/ Intermedia's reliance upon Intermedia/CBT's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
9. If Intermedia/CBT fails to repeatedly and materially abide by the procedures set forth herein, CBT/Intermedia reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
10. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_ 1998.

Intermedia Communications, Inc.

Cincinnati Bell Telephone Company

By: \_\_\_\_\_

By: \_\_\_\_\_.

Title: \_\_\_\_\_

Title: \_\_\_\_\_.

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_.

## SCHEDULE 10.12.5

### LAW ENFORCEMENT INTERFACES

#### 1.0 Introduction.

Consistent with Applicable Law, it is necessary for Intermedia and CBT to provide interface requirements to allow Intermedia to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (**ALaw Enforcement Process**). The Law Enforcement Process will enable Intermedia to provide identical services to its Customers, as CBT provides to its customers with regard to such Law Enforcement Procedures. These services include Annoyance Call Bureau, wire intercept, trap and trace, fraud control, physical security and subpoena management, both civil and criminal. Intermedia will compensate CBT for costs CBT incurs in order to perform the Law Enforcement Process for the benefit of Intermedia and Intermedia's customers.

#### 2.0 Law Enforcement.

Definition - The Law Enforcement Process assures that Intermedia (as a reseller of Resale Services) is in compliance with law enforcement requirements related to providing local Services to its Customers. The Parties agree to comply with law enforcement requirements as provided by the CALEA.

#### 3.0 Annoyance Call Bureau.

3.1 Definition - CBT Annoyance Call Bureau (CACB) conducts investigations to help determine the source of unwanted calls after victims receive annoying calls and file an official complaint with the local law enforcement agency. Annoying calls include: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2 When Intermedia must initiate a trap or trace as a result of its customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches and survey calls), the following operational interfaces should occur:

3.2.1 Intermedia (the reseller) shall inform its Customer that it must file a formal complaint with the local police department and obtain agency's name, officer's name and case or report number.

3.2.2 Intermedia shall contact CACB on behalf of its Customer and provide the required information to initiate trap or call trace.



3.2.3 The CACB shall conduct investigations to determine the source of the unwanted call; work with local police departments to gather evidence; and testify in court, if required, on behalf of Intermedia Customers who have received annoying calls. The CACB will build case for and establish trap for twenty-one (21) days. Intermedia shall contact the CACB to renew the trap beyond twenty-one (21) days.

3.2.4 The CACB shall provide to Intermedia a local number that will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5 For non-emergency (not life-threatening) situations, Intermedia shall advise its Customer to contact its local Law Enforcement Agency and to provide Intermedia with required information to initiate a trap or call trace. Intermedia will contact the CACB during standard operating hours to establish a case. For emergency (life-threatening) situations, Intermedia shall inform its Customer to contact the appropriate Law Enforcement Agency, and this Agency will contact CBT to initiate a trap or call trace.

3.2.6 Additionally, for emergency situations, CBT corporate security will provide Intermedia representatives with an emergency security contact available seven (7) days a week, twenty-four (24) hours a day, and Intermedia will provide CBT representatives with an emergency security contact seven (7) days a week, twenty-four (24) hours a day.

3.2.7 Intermedia's Customer must contact Intermedia with the dates and times of the unwanted calls. Intermedia shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8 At the end of the tracing investigation (twenty-one (21)-day period), the CACB shall send written confirmation to Intermedia informing Intermedia of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local Law Enforcement Agency which Intermedia identified to the CACB. Intermedia shall inform its Customer of the results of the investigation.

3.2.9 Unless contracted separately, if Intermedia Customers call CBT to initiate an annoying call report, CBT shall advise the person receiving the annoying or harassing call to call Intermedia.

#### 4.0 Wire Intercept.

4.1 Definition - Requests from Law Enforcement Agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of Intermedia Customers.

4.2 Operational Interface Requirements - The Law Enforcement Agency (e.g., local, state or federal police department or government organization) shall serve CBT with a court order, authorizing CBT to conduct a wire intercept on the Intermedia Customer line.

## 5.0 Pen Register (Dial Number Recorder).

5.1 Definition - Requests from Law Enforcement Agencies to conduct a form of identifying calls dialed by Intermedia Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2 Operational Interface Requirements - See Wire Intercept, Section 4.1.

## 6.0 Trace.

6.1 Definition - A form of electronic identification of calling numbers, where, upon consent from the Intermedia Customer (via Intermedia) or court order, law enforcement officials request a record of calling numbers to the premises of the Intermedia Customer.

6.2 Central Office Features - Call Trace is an advanced custom calling feature that provides Intermedia direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer but will be provided to law enforcement officials.

## 7.0 Subpoena Management.

7.1 Definition - The law enforcement or civil process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding are made and make them readily retrievable by local police departments, government organizations and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, and trace services, etc.)

7.2 Operational Interface Requirements - The Law Enforcement Agency (e.g., local, state or federal police department, government organization or attorney) or civil litigant shall serve CBT an original subpoena naming CBT in its court document for requests for Customer information (see above definition). CBT shall forward call trace information to the Law Enforcement Agency for inquiries regarding Intermedia Customers. If the Law Enforcement Agency serves Intermedia the original subpoena, Intermedia shall forward a copy of the original subpoena to CBT and advise the Law Enforcement Agency to re-send an original subpoena naming CBT in

its court document. CBT shall notify Intermedia of the resolution of the investigation, if permitted. However, CBT shall only provide the results of the investigation to the proper Law Enforcement Agency. For civil subpoena, CBT will provide the requested information to the extent that the information is in its possession and is non-privileged.

7.3 Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones and telemarketing calls to Intermedia's Customers are pending further discussions with CBT.

## SCHEDULE 10.13

### RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. CBT shall provide repair, maintenance and testing for all Resale Services in accordance with the terms and conditions of this **Schedule 10.13**. Intermedia shall handle all interaction with Intermedia Customers, including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution.
2. CBT technicians shall provide repair service that is equal in quality to that provided to CBT Customers; trouble calls from Intermedia Customers shall receive response time priority that is at parity to that of CBT Customers and shall be based on trouble severity, regardless of whether the Customer is an Intermedia Customer or an CBT Customer.
3. CBT shall provide Intermedia with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to Intermedia under this Schedule that it currently provides for its own customers. CBT shall provide Intermedia notice of any scheduled maintenance activity that may impact Intermedia's Customers on the same basis it provides such notice to its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements and cable rolls.
4. CBT shall provide notice of non-scheduled maintenance activity that may impact Intermedia Customers. Details of notification procedures will be addressed by the implementation team. CBT shall provide maintenance as promptly as possible to maintain or restore service and shall advise Intermedia of any such actions it takes.
5. If service is provided to Intermedia Customers before an Electronic Interface (EI) is established between Intermedia and CBT, Intermedia will transmit repair calls to CBT repair bureau by telephone.
6. The CBT repair bureau, including the EI to be established pursuant to the Implementation Plan, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week, except when preventative maintenance and software revisions require an out-of-service condition. CBT will provide Intermedia a twenty-four (24)-hour advanced notification of such out-of-service conditions.

7. CBT shall provide progress reports and status-of-repair efforts to Intermedia upon request and at a frequency interval to be determined by the Implementation Team. CBT shall inform Intermedia of restoration of Resale Service after an outage has occurred.
8. Maintenance charges for premises visits by CBT technicians shall be billed to Intermedia, not to Intermedia's customers, by CBT. The CBT technician shall, however, present the Customer with an unbranded form to identify Intermedia, Intermedia's address, and Intermedia's customer service telephone number detailing the time spent, the materials used and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the CBT technician shall make an additional appointment with the Customer and notify Intermedia as to the schedule of the appointment. The CBT technician shall obtain the Customer's signature when available upon said form and then use the signed form to input maintenance charges into CBT's repair and maintenance database.
9. Dispatching of CBT technicians to Intermedia Customer premises shall be accomplished by CBT pursuant to a request received from Intermedia. The EI established between the Parties shall have the capability of allowing Intermedia to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises and verify any actual work completed on the Customer's premises.
10. Critical or Expedited Troubles.

Upon receiving a referred trouble from Intermedia, the CBT technician will offer a dispatch appointment and quoted repair time dependent upon CBT's force-to-load condition. CBT's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as CBT uses to expedite intervals for itself and its subsidiaries, Affiliates and retail customers. If CBT will be unable to meet an Intermedia expedited request, CBT will notify Intermedia and Intermedia will have the option to implement the escalation process described in the Implementation Plan.

11. Disaster Recovery.

- C The Implementation Plan will establish a process for disaster recovery that addresses the following:
  - C Events affecting CBT's network, work centers and operational support systems;
  - C Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster, and restoration;
  - C Procedures for notifying Intermedia of problems, initiating restoration plans and advising Intermedia of the status of resolution;

- C Definition of a disaster; and
- C Equal priority, as between Intermedia Customers and CBT Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel and access to spare parts and components.

## SCHEDULE 10.13.2

### SERVICE ORDERING AND PROVISIONING PROCEDURES AND INTERFACE FUNCTIONALITY

1. Service ordering and provisioning procedures will provide Intermedia with the ability to:
  - (a) Obtain, during sales discussions with a Customer, access to the following CBT Customer service record data in a manner that is transparent to the Customer:
    - \$ Billing telephone number/name/address
    - \$ Service Location Address
    - \$ Working telephone number(s) on the account
    - \$ Existing service and features
    - \$ Blocking
    - \$ CLASS Features
    - \$ Telephone Assistance Programs, Telephone Relay Service and similar services indicator
    - \$ Directory Listing Information
    - \$ Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable
  - (b) Obtain information on all features and services available;
  - (c) Order all desired features and services for the Intermedia Customer.
  - (d) Assign a telephone number (if the Intermedia Customer does not have one assigned);
  - (e) Establish the appropriate directory listing;
  - (f) Determine if a service call is needed to install the line or service;
  - (g) Schedule dispatch and installation, if applicable;
  - (h) Provide installation dates to Customer;
  - (i) Intermedia Customer's choice of both IntraLATA and InterLATA carrier; and
  - (j) Suspend, terminate or restore service to an Intermedia Customer;

CBT will support four (4) transaction types: Assume, Change, New and Delete. If any additional transactional types are made available, the Implementation Team shall address availability and procedures for those additional transaction types.

2. Intermedia shall be entitled to place orders to transfer a Customer to Intermedia without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). Furthermore, if a Customer requests changes to its features and/or such service at the time of transfer, as part of a request for Migration-As-Is, Intermedia need only specify the features and/or services that are to change. However, unless agreed to by CBT, Migration-As-Is will not include any service subscribed that is not a Telecommunications Service, that is available for Resale.
3. Critical or Expedited Orders. Intermedia may request that the standard interval for provisioning will be expedited if CBT's standard intervals do not meet the Intermedia Customer's requested due date. Orders will be expedited by CBT on the same basis as it expedites orders for its subsidiaries, Affiliates and retail Customers. If CBT will be unable to meet an Intermedia expedite request, CBT will notify Intermedia. CBT reserves the right to establish a charge at a later date, for expedite requests.
4. General Resale Ordering and Provisioning Requirements.
  - (a) CBT shall provide provisioning services to Intermedia during Normal Business Hours, Business Days. Intermedia may request CBT to provide Saturday, Sunday, holiday and/or off-hour provisioning services. If Intermedia requests that CBT perform provisioning services at times or on days other than as required in the preceding sentence, CBT shall provide such services on a time and materials basis for all personnel involved in such activity at rates set forth in the Pricing Schedule.
  - (b) CBT shall provide a CLEC Service Center (**ALEC-C**) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's Resale Services. The SPOCs shall provide an electronic interface for all ordering and provisioning order flows. The LEC-C shall provide to Intermedia a telephone number,(answered during Normal Business Hours, Business Days, by capable staff.
  - (c) CBT will recognize Intermedia as the Customer of Record of all Resale Services ordered by Intermedia and will send all notices, invoices and pertinent Customer information directly to Intermedia.
  - (d) When requested by Intermedia, CBT will schedule installation appointments with CBT's representative on the line with Intermedia's representative until Intermedia has access to CBT's scheduling system.



- (e) CBT will provide Intermedia with a Firm Order Confirmation (**AFOC®**) for each order within the interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Intermedia's ordered resale features, options, physical Interconnection, quantity and CBT commitment date for order completion (**ACommitted Due Date®**), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.
  - (f) As soon as identified, CBT shall provide notification of Intermedia orders that are incomplete or incorrect and therefore cannot be processed.
  - (g) As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Resale Services. CBT shall indicate its new committed due date within twenty-four (24) hours.
  - (h) CBT shall provide to Intermedia upon request:
    - (1) a list of all services and features and InterLATA and IntraLATA PICs technically available from each switch that CBT may use to provide Local Switching, by switch CLLI;
    - (2) detail of the service coverage area of each switch CLLI; and
    - (3) Industry standard notification to carriers regarding information on the details and requirements for planning and implementation of NPA splits;
  - (i) For Resale Services that require coordination among CBT, Intermedia and Intermedia's Customer, Intermedia shall be responsible for any necessary coordination with the Intermedia Customer.
5. CBT shall recognize Intermedia as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or CBT, provided that Intermedia has obtained proper authorization from the Customer.
6. Number Administration/Number Reservations.
- (a) CBT shall provide Intermedia with the ability to reserve telephone numbers for all services, including reservation of vanity numbers, and the same range of number choices to Intermedia, and reservation duration as CBT provides its own subscribers. Reservation and aging of numbers shall remain CBT's responsibility.
  - (b) On the same basis as CBT provides to its retail customers, CBT shall hold up to 100 telephone numbers, per Intermedia subscriber request.

7. OBF Compliance: CBT agrees to work cooperatively to evaluate future OBF-developed processes related to ordering and provisioning.
8. Service Migrations and New Subscriber Additions: For resale services, CBT shall not require a disconnect order from a subscriber, another local service provider or any other entity to process an Intermedia order to establish Intermedia Local Service and/or migrate a subscriber to Intermedia local service.
9. Order Rejections: As soon as reasonably practicable, CBT shall reject and return to Intermedia any order that CBT cannot provision and in its reject notification provide an error code identifying the reason(s) why such order was rejected.
10. Service Order Changes
  - (a) If an installation or other Intermedia-ordered work requires a change from the original Intermedia service order in any manner, CBT shall call Intermedia in advance of performing the installation or other work to obtain authorization. CBT shall then provide Intermedia an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall immediately notify Intermedia of actual labor hours and/or materials used in accordance with regular service order completion schedules.
  - (b) If an Intermedia Customer requests a service change at the time of installation or other work being performed by CBT on behalf of Intermedia, CBT, while at the Customer premises, shall direct the Intermedia Customer to contact Intermedia so as to avoid unnecessary delays in service activation, should the CBT representative leave Customer premises.
11. Implementation Team: The Implementation Team shall address systems and process testing, service suspensions/restorations and disconnects.
12. Special Construction: If the provision of any Resale Services requires special construction, Intermedia shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the standard intervals set forth on **Schedule 10.9**.
13. Systems and Process Testing: CBT shall cooperate with Intermedia to ensure that all operational interfaces and processes are in place and functioning properly and efficiently.

14. Disconnects: CBT shall provide to Intermedia daily information notifying Intermedia of any services disconnected from Intermedia in a method and format to be specified during Implementation Planning.

## SCHEDULE 10.16

### BILLING INFORMATION

#### 1.0 General

1.1 CBT shall record messages as it records messages for itself and as required for future usage based services. Recorded Usage Data includes, but is not limited to, the following categories of information:

- C Directory Assistance
- C Local Coin
- C Toll
- C Interrupt
- C Verify
- C Inmate Services
- C Optional Measured Service
- C Community Connection Service
- C CLASS Features
  - Repeat Dialing
  - Call Return
  - Usage Sensitivity 3-Way Calling
  - Call Tracing
- C Calls Completed Via CBT-Provided Operator Services Where CBT Provides Such Service to Intermedia's Local Service Subscriber
- C For CBT-Provided Centrex Service, Station Level Detail Records Shall Include Complete Call Detail and Complete Timing Information

1.2 Retention of Records: CBT shall maintain a machine readable back-up copy of the message detail provided to Intermedia for a minimum of sixty (60) calendar days. CBT shall provide any data back-up to Intermedia upon the request of Intermedia.

1.3 CBT shall provide to Intermedia Recorded Usage Data for Intermedia subscribers.  
CBT shall not submit other carrier local usage data as part of the Intermedia Recorded Usage Data.

1.4 CBT shall bill to Intermedia, not to Intermedia subscribers, any recurring or non-recurring charges for resold services, including alternate billed calls (i.e., collect, 3rd party, bill-to-ANI).

1.5 CBT shall provide Recorded Usage Data to Intermedia billing locations as mutually agreed to by both parties during Implementation Planning.

#### 2.0 Charges

2.1 Unless modifications are mutually agreed upon, CBT shall not charge any fees additional for recording, rating or transmitting usage data.

2.2 No charges shall be assessed for incomplete call attempts.

### 3.0 Implementation Team Issues

The following issues will be addressed by the Implementation Team and included in the Implementation Plan:

#### 3.1 Central Clearinghouse & Settlement Procedures

#### 3.2 Lost Data Procedures

##### 3.2.1 Loss of Recorded Usage Data

##### 3.2.2 Partial Loss

##### 3.2.3 Complete Loss

##### 3.2.4 Estimated Volumes

#### 3.3 Testing, Changes and Control Procedures

## SCHEDULE 12.9.1

### PHYSICAL COLLOCATION SPACE RESERVATION

Space for Physical Collocation may be reserved on the following basis:

1. Intermedia may reserve additional space in an CBT Central Office in which it has (or is ordering) Physical Collocation for permitted telecommunications-related equipment.
2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system (“**Reservation Charge**”).
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of CBT by Intermedia in the particular Central Office.
4. The reservation takes a priority based on the time at which it is made.
5. In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized by date. The holder(s) of the lowest-priority reservation(s) that, when considering all higher-priority reservations, still represent(s) available space sufficient to fill the order(s) for Physical Collocation (each, an “**Option Party**”) will be given the option of “enforcing” or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next-higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the time CBT received the reactivation reservation and payment of another Reservation Charge. The holder(s) of the reservation(s) with the

next-higher priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

7. In a Central Office, CBT may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service, including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.

- The total amount of space reserved cannot exceed the amount of space CBT is currently using in the Central Office.

8. CBT shall enforce its reservation in the same manner in which Intermedia and other collocating Telecommunications Carriers shall be required to enforce their reservations.

## SCHEDULE 12.9.3

### COLLOCATION CAPACITY PLANNING

By the end of the third Contract Month after the Effective Date, Intermedia and CBT shall jointly develop a planning process for meeting Intermedia's space and intraoffice facility requirements, which shall include the procedures to be followed for the Intermedia quarterly forecast of anticipated additional power requirements.



## SCHEDULE 12.12

### DELIVERY OF COLLOCATED SPACE

#### 1.0 Delivery of Physical Collocation Space

1.1 Upon receiving the written notification of the availability of Collocation space from CBT, Intermedia shall send written verification that it still requires each Collocation space requested on Intermedia's application for which space is available. This written verification is Intermedia's firm order for service for each Collocation space requested. Subject to **Section 1.2** below, Intermedia's written verification shall be accompanied by Intermedia's payment of forty percent (40%) of all applicable Central Office Build-Out (“**COBO**”) fees (the “**Initial COBO Payment**”). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual service date.

1.2 So long as Intermedia has a satisfactory credit rating with CBT for the twelve (12)-month period preceding the date of Intermedia's request for Collocation pursuant to **Section 12.12**, Intermedia shall pay the COBO charges as follows:

Initial COBO Payment: 40% of COBO charges

Delivery by CBT of confirmation  
that construction of space is fifty percent  
(50%) complete: 40% of COBO charges

Completion of space conditioning: 20% of COBO charges

If Intermedia's credit rating is not satisfactory within the aforementioned period, Intermedia's method of payment of the COBO charges shall be in accordance with the provisions of CBT's applicable tariff.

#### 2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 Intermedia will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CBT to prepare the Collocation space for the installation of Intermedia's equipment and for extraordinary costs to maintain the Collocation space for Intermedia's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity,

increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. CBT will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs, as determined in accordance with the Act, will be provided to Intermedia prior to commencing such work. Extraordinary costs will only be billed to Intermedia if such costs have been authorized by Intermedia. CBT must advise Intermedia if extraordinary costs will be incurred within twenty (20) Business Days of Intermedia's request for space. Otherwise, Intermedia will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

Within ten (10) Business Days after the initial walkthrough referenced in **Section 12.12.2(b)**, CBT shall provide to Intermedia a written proposal that covers Intermedia's requirements for the space and details the associated requirements and the applicable charges required to meet Intermedia's specific request and the expected service date. Intermedia shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to CBT. Upon receipt of Intermedia's signed proposal, CBT will begin the work and charge Intermedia for the actual time and material needed to complete the modifications, plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

2.2 Each Party will be responsible for notifying the other Party of any significant outages of a Party's equipment that could impact any of the services offered by the other Party and provide estimated clearing time for restoration.

2.3 The Parties shall coordinate to ensure that services are installed in accordance with the service request.

2.4 Each Party is responsible for testing, if necessary, with the other Party to identify and clear a trouble when the trouble has been sectionalized (isolated) to a service provided by that Party.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, Intermedia shall obtain CBT's written approval of Intermedia's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities, which approval shall not be unreasonably withheld or delayed. CBT may make reasonable request for additional information before granting approval and may reasonably require scheduling changes. Intermedia shall indicate on the drawings provided by CBT, pursuant to **Schedule 12.15**, Intermedia's plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 CBT shall have the right to inspect Intermedia's completed installation of equipment and facilities prior to Intermedia turning up such equipment and facilities. Intermedia shall provide

written notification to CBT when Intermedia has completed its installation of equipment and facilities in the Collocation space, and CBT shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify Intermedia that CBT is not exercising its right to inspect such Collocation space at that time and that Intermedia may turn up its equipment and facilities. Failure of CBT to either inspect the Collocation space or notify Intermedia of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CBT not to inspect such Collocation space. Intermedia shall have the right to be present at such inspection, and if Intermedia is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of Intermedia's Collocated equipment and facilities, Intermedia shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

2.7 CBT shall have the right to make periodic inspections of Intermedia's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. CBT will notify Intermedia in writing not less than two (2) Business Days in advance of such inspections, and Intermedia shall have the right to be present at the time of such inspection. If Intermedia is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of Intermedia's Collocated equipment and facilities, Intermedia must modify its installation to achieve compliance.

### 3.0 Delivery of Virtual Collocation Space

3.1 CBT shall allow periodic inspections of Virtual Collocation space where Intermedia equipment is located upon reasonable advance notification.

3.2 CBT shall ensure that all applicable alarm systems (e.g., power) that support Intermedia equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified and notification shall be sent to Intermedia as soon as reasonably possible.

3.3 Virtual Collocation shall be provided in accordance with the terms and conditions of Tariff F.C.C. No. 35, Section 17.11, provided, however, if any provision of such tariff is inconsistent with the Act, the Act shall govern.

## SCHEDULE 12.15

### COMMON REQUIREMENTS

The following requirements are applicable to both Physical and Virtual Collocation:

1. CBT shall provide to Intermedia any intraoffice facilities that Intermedia requests and that CBT provides by tariff or contract to any carrier.
2. CBT shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.
3. Intermedia may provide basic telephone service with a connection jack for the Collocated space.
4. CBT shall provide adequate lighting, ventilation, power, heat, air conditioning and other environmental conditions for Intermedia's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.
5. CBT shall provide access, where available, to eyewash stations, shower stations, bathrooms and drinking water within the Collocated facility on a twenty-four (24)-hours-per-day, seven (7)-days-per-week basis for Intermedia personnel and its designated agents.
6. CBT shall provide ingress and egress of fiber cabling to Intermedia Collocated spaces. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation.
7. CBT shall provide Intermedia with written notice four (4) Business Days prior to those instances where CBT or its subcontractors may be performing non-emergency work that may affect the Collocated space occupied by Intermedia or the AC and DC power plants that support Intermedia equipment. CBT will inform Intermedia by telephone of any emergency-related activity that CBT or its subcontractors may be performing that may affect the Collocated space occupied by Intermedia or the AC and DC power plants that support Intermedia equipment. Notification of any emergency-related activity shall be made as soon as practicable after CBT learns that such emergency activity is necessary.
8. Intermedia shall not be required by CBT to relocate its equipment during the Initial Term or any Renewal Term. If Intermedia, at CBT's request, agrees to relocate its equipment, then

CBT shall reimburse Intermedia for any and all costs reasonably associated with such relocation.

9. Should CBT sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, CBT shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power, as referenced in this **Schedule 12.15**, refers to any electrical power source supplied by CBT for Intermedia equipment. It includes all superstructure, infrastructure and overhead facilities, including cable, cable racks and bus bars. CBT will supply power to support Intermedia equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CBT shall supply power to Intermedia at parity with that provided by CBT to itself or to any third person. If CBT performance, availability or restoration falls below industry standards, CBT shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and Intermedia's compliance with the applicable request process and payment requirements of this Agreement, CBT shall provide power to meet Intermedia's reasonable needs for placement of equipment, Interconnection or provision of service.

12. Both Intermedia's power equipment and CBT's power equipment supporting Intermedia's equipment shall comply with applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout.

13. CBT will provide Intermedia with written notification within five (5) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of or causes an outage or any type of power disruption to Intermedia equipment located in the CBT facility. CBT shall provide Intermedia prompt notification by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Bellcore Network Equipment as specified in **Schedule 2.3**

15. Cabling shall adhere to Bellcore Network Equipment as specified in **Schedule 2.3**

16. CBT shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. CBT shall, within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation or within ten (10) Business Days after the initial walkthrough for Virtual Collocation, provide Intermedia with a copy of any existing drawings showing Intermedia's

proposed Collocation space and any related CBT facilities, and provide information relating to measurements for necessary Intermedia cabling that are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as CBT charges other Telecommunications providers for the provision of the foregoing drawings and information, Intermedia shall reimburse CBT for the costs, if any, incurred by CBT to provide Intermedia with such drawings and information.

## SCHEDULE 12.16

### ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. Subject to space limitations and Intermedia's compliance with the applicable request process and payment requirements for the space, CBT shall provide space, as requested by Intermedia, to meet Intermedia's needs for placement of equipment necessary for Interconnection and access to Network Elements.
2. CBT shall allow requests for contiguous space in increments of 100 ft<sup>2</sup> if the space is not subject to outstanding requests by other Telecommunications Carriers.
3. Other than reasonable security restrictions, CBT shall place no restriction on access to the Intermedia Collocated space by Intermedia's employees and designated agents. Such space shall be available to Intermedia designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those CBT places on its own personnel or independent contractors.
4. For each building in which Collocated space is provided and upon request by Intermedia for that building, CBT will, provide Intermedia with information known to it concerning environmental, health and safety conditions.
5. CBT shall permit Intermedia to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Intermedia's work center; provided, however, that no such Intermedia-installed equipment shall interfere with the existing use of the Central Office.
6. Intermedia shall not require advance approval from CBT to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.
7. Central Office power supplied by CBT into the Intermedia equipment area shall be supplied in the form of fused power feeds from CBT's power distribution board to Intermedia's BDFB located in the designated Intermedia equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Intermedia equipment. The termination location shall be as mutually agreed upon by the Parties.

8. CBT power equipment supporting Intermedia's equipment shall:
  - (a) Provide appropriate Central Office ground, connected to a ground electrode located within the Intermedia Collocated space, at a level above the top of Intermedia's equipment plus or minus two (2) feet to the left or right of Intermedia's final request; and
  - (b) Provide feeder capacity and quantity to support the ultimate equipment layout for Intermedia equipment upon completion of the equipment node construction in accordance with Intermedia's request for Collocation.



SCHEDULE 13.11

INTERIM NUMBER PORTABILITY  
STANDARD INTERVALS

1. With an associated unbundled loop

When INP is ordered with an unbundled loop, then the interval for INP will be determined by the interval for the associated loop.

<b>INP Numbers per Service Order (with an associated unbundled loop):</b>	<b>Same as applicable interval for Unbundled Loops as provided in Schedule 9.9</b>
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<b>INP Numbers per Service Order (without an associated unbundled loop)</b>	<b>INP interval (days from CBT's receipt of valid service order)</b>
1-5	2 Business Days
6 or more	Negotiated case by case
DID	Negotiated case by case

Disconnects shall be coordinated between the Parties to minimize breaks in service to the customer.

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION  
Intermedia/CBT AGREEMENT**  
The rate structures/levels shown below are for interim use pending the  
Completion of Case No. 96-899-TP-ALT.

**ITEM I - Transport and Termination**

A. End Office Local Termination	\$.003782per minute
B. Tandem Switching	\$.002575per minute
C. Tandem Transport Facility Mileage	\$.000073per minute/mile
D. Dedicated Transport <sup>1</sup>	See IV. G.2. below

**ITEM II - BLV/BLVI Traffic**

A. Busy Line Verification (BLV)	\$ 1.16	per use
B. Busy Line Verification Interrupt (BLVI) (in addition to BLV charge)	\$ 1.35	per use

**ITEM III - Transit Service**

A. Tandem Switching	See Access Tariff FCC No. 35
B. Tandem Transport Facility Mileage	See Access Tariff FCC No. 35

**ITEM IV - Unbundled Network Elements**

A.		<b><u>Rate Bands</u></b> <sup>2</sup>		
1. 2-Wire Voice Grade Analog Unbundled Loop		<b><u>Band 1</u></b>	<b><u>Band 2</u></b>	<b><u>Band 3</u></b>
a. Monthly Rates				
Residence	\$ 17.44	\$ 22.23	\$ 25.84	
Business	\$ 17.44	\$ 22.23	\$ 25.84	
b. Nonrecurring Rates	\$ 99.43	\$ 99.43	\$ 99.43	
2. 4-Wire Voice Grade Analog Unbundled Loop				
a. Monthly Rates				
Residence	\$ 34.89	\$ 44.46	\$ 51.68	
Business	\$ 34.89	\$ 44.46	\$ 51.68	
b. Nonrecurring Rates	\$ 122.27	\$ 122.27	\$ 122.27	

<sup>1</sup> Applies in lieu of Tandem Switching and Tandem Transport Facility Mileage when local traffic is not routed through a tandem switch. The Dedicated Transport rate that the requesting carrier pays shall recover only the costs of the portion of that trunk capacity used by the requesting carrier to send the traffic it will terminate on the other carrier's network.

<sup>2</sup> Rate Bands are defined in Attachment A.

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION  
Intermedia/CBT AGREEMENT**

**The rate structures/levels shown below are for interim use pending the  
Completion of Case No. 96-899-TP-ALT.**

**B. Conditioning Options for 2-wire and 4-wire Voice Grade<sup>3</sup> Analog Loops<sup>4</sup>**

	<u>Monthly</u>	<u>Nonrecurring</u>
1. Improved Voice Grade Loss		
a. Qualification	-	\$ 46.28
b. Conditioning	\$ 20.93	\$ 55.01
2. Non-Loaded Copper Loop Guarantee		
a. Qualification	-	\$ 46.28
b. Load Removal (up to 5 loops to same location)	-	\$ 460.65
3. ISDN Compatible Conditioning		
a. Qualification	-	\$ 79.49
b. Conditioning copper loop	\$ 56.45	\$ 464.28
c. Conditioning derived loop	\$ 39.55	\$ 60.42
4. HDSL Qualification		
2-wire	-	\$ 95.96
4-wire	-	\$ 163.65

	<u>Monthly</u>	<u>Nonrecurring</u>
C. 4-wire 64 Kbps Digital Loop	\$ 62.41	-
D. 4-wire 1.544 Digital Mbps Loop	\$ 121.06	-
E. Access to NID <sup>5</sup>		Included in loop rate.

**F. Switching**

1. Unbundled Local Switching		
	<u>Monthly</u>	<u>Nonrecurring</u>
a. Port Rates		
Line Side Ports		
Analog Basic	\$ 2.97	\$ 32.45
Analog PBX	\$ 2.97	\$ 41.90
ISDN Basic (BRI)	\$ 27.28	\$ 42.50
Centrex <sup>6</sup>		
Analog Line	\$ 2.97	\$ 48.18
Analog Attendant Line	\$ 8.96	\$ 48.18
ISDN Line	\$ 33.37	\$ 52.24
ISDN Attendant Line	\$ 40.15	\$ 52.24

<sup>3</sup> The Conditioning Options shown in B.1., 2., and 3., below which apply for 2-wire loops, also apply for 4-wire loops in the interim, pending the completion of Case. No. 96-899-TP-ALT

<sup>4</sup> Conditioning charges apply in addition to charges in A., above.

<sup>5</sup> Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire) only; does not include the NID itself.

<sup>6</sup> Centrex Ports not available without Centrex Setup.

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION**

**Intermedia/CBT AGREEMENT**

**The rate structures/levels shown below are for interim use pending the  
Completion of Case No. 96-899-TP-ALT.**

Trunk Side Ports		
Analog DID	\$ 19.00	\$ 58.62
Digital Trunk	\$ 180.90	\$ 108.23
ISDN Primary (PRI)	\$ 464.04	\$ 121.57

b. Setup/Activation Features for Ports Nonrecurring Charge

	<u>Initial</u> <sup>7</sup>	<u>Subsequent</u> <sup>8</sup>
(1) Trunk Group Setup <sup>9</sup>		
Analog DID Trunk Port	\$ 14.81	\$ 14.73
Digital Trunk Port	\$ 14.81	\$ 14.73
ISDN Primary (PRI)Port	\$ 14.81	\$ 14.73
(2) Trunk Member Setup <sup>10</sup>		
Digital Trunk Port	\$ 4.37	\$ 8.33
ISDN Primary (PRI) Port	\$ 4.37	\$ 8.33
(3) Route Index Setup <sup>11</sup>		
Analog DID Trunk Port	\$ 3.96	\$ 6.81
Digital Trunk Port	\$ 3.96	\$ 6.81
ISDN Primary (PRI) Port	\$ 3.96	\$ 6.81
(4) Directory Number Activation <sup>12</sup>		
Analog DID Trunk Port	\$ 1.32	\$ 1.32
Digital Trunk Port	\$ 1.32	\$ 1.32
ISDN Primary Port	\$ 1.32	\$ 1.32

<sup>7</sup> Applies when ordered with initial installation of Port.

<sup>8</sup> Applies when ordered subsequent to initial installation of Port.

<sup>9</sup> At least one Trunk Group must be established for Analog DID, Digital Trunk, and ISDN Primary Ports.

<sup>10</sup> Trunk Members can only be assigned to established Trunk Groups. The initial charge for Trunk Member setup also applies to each trunk member on a Digital or ISDN Primary (PRI) Port which is migrating from an existing service or combination to another service or combination.

<sup>11</sup> One or more Route Index must be setup for each DID Trunk. Charge does not apply if DID is not included on the trunk port.

<sup>12</sup> Number Activation applies to DID only. There is an activation charge for each Directory Number.

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION  
Intermedia/CBT AGREEMENT  
The rate structures/levels shown below are for interim use pending the  
Completion of Case No. 96-899-TP-ALT.**

c. Other <sup>13</sup>	<u>Monthly</u>	<u>Nonrecurring</u>
(1) Centrex Feature Packages		
(a) Analog Basic	-	-
(b) Analog PBX	-	-
(c) ISDN	-	-
(d) Analog Attendant	-	-
(e) ISDN Attendant	-	-
(2) Centrex Optional System Features		
(3) ISDN BRI Feature Package <sup>14</sup>	-	-
(4) ISDN BRI Optional Features	-	-
(5) Centrex Setup Charge	-	“ICB” <sup>15</sup>
(6) Other Vertical Features	-	-
d. Usage Rate for Local Switching <sup>16</sup>		\$.003782 per minute

**G. Interoffice Transmission Facilities**

1. Shared Transport <sup>17</sup>		\$.002042 per minute.
2. Dedicated Transport and Unbundled Dedicated Entrance Facility		
DS1 Proxied from Access Tariff FCC No. 35		
DS3	“	“
OC3	“	“
OC12	“	“
OC 48	“	“

a. Optional features

Clear Channel Capability, per 1.544 (DS1) bit stream	Proxied from Access Tariff FCC No. 35
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<sup>13</sup> In the interim, pending the completion of Case No. 96-899-TP-ALT, all other feature charges are included in the Usage Rate for Local Switching, in d. below.

<sup>14</sup> ISDN BRI Features Package includes Call Hold, Display, 3 Call Reference, Call Transfer, Conference and Call Drop, and Calling Number Delivery.

<sup>15</sup> ICB@ means that rates will be determined on an Individual Case Basis.

<sup>16</sup> Per minute originating and terminating on another port within the same switch (line side or trunk side); does not include transport which may be obtained from CBT, self provided by Intermedia or a third party provider. Includes switching and trunk ports. Vertical features are included with this rate element, in the interim, pending the completion of Case No. 96-899-TP-ALT.

<sup>17</sup> Shared Transport consists of CBT interoffice transport facilities between CBT end offices and does not include interoffice transport facilities to the access tandem. Shared Transport is a distinct rate element that cannot be provisioned separate from unbundled local switching.

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION  
 Intermedia/CBT AGREEMENT  
 The rate structures/levels shown below are for interim use pending the  
 Completion of Case No. 96-899-TP-ALT.**

Central Office Multiplexing DS3 to DS1	Proxied from Access Tariff FCC No. 35	
DS1 to Voice Grade	“	“
b. Protection	<u>Monthly</u>	<u>Nonrecurring</u>
1 + 1 Protection for OC3, OC12 and OC 48	“ICB”	“ICB”
1 + 1 Protection with Cable Survivability for OC3, OC12 and OC48	“ICB”	“ICB”
1 + 1 Protection with Route Survivability for OC3, OC12 and OC48	“ICB”	“ICB”
3. Dark Fiber	Same rates as shown in G. 2. above for Dedicated Interoffice Transport.	
H. Miscellaneous Charges		
	<u>Nonrecurring Charge</u>	
1. Service Order Charge <sup>18</sup>	\$	10.66
2. Service Order Change Charge/Record Charge	\$	21.19
3. Line Connection <sup>19</sup>	\$	24.57
4. Additional Engineering, Additional Labor, and Maintenance of Service Charges		
These charges apply as specified in CBT’s Access Tariff FCC No. 35, whenever there are requirements for Service Coordination, Stand-by, Outside Normal Business Hours Installation and Repair, and Maintenance Of Service.		
I. Signaling Networks (CCS/SS7)		
1. Signaling Link	Proxied from Access Tariff FCC No. 35	
2. Port Termination	“	“
J. Operator Services and Directory Assistance		
1. Operator Services		“TBD” <sup>20</sup>
2. Directory Assistance Facilities		“TBD”

<sup>18</sup> Applies as necessary for service orders.

<sup>19</sup> Applies for service migration.

<sup>20</sup> Rates are ~~A~~To Be Developed. Existing tariff rates apply pending completion of Case No. 96-899-TP-ALT.

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION  
Intermedia/CBT AGREEMENT  
The rate structures/levels shown below are for interim use pending the  
Completion of Case No. 96-899-TP-ALT.**

K. AIN

- |  |       |
|--|-------|
| 1. AIN Service Package Application Process | “TBD” |
| 2. AIN Service Creation Environment Access | “TBD” |
| 3. AIN Service Management System Access    | “TBD” |
| 4. AIN SCP Platform                        | “TBD” |

**ITEM V - Interim Number Portability**

	<u>Monthly</u>	<u>Nonrecurring</u>
A. Remote Call Forwarding (“RCF”)	\$ 3.16	-
Per additional call path	\$ .56	-
B. Direct Inward Dialing (“DID”)	\$ 18.93	-

**ITEM VI - Wholesale Resale Services**

**Resale Discount:** A Resale discount of 11.92% applies when CBT provides Operator Services and Directory Assistance (OS/DA) on resold services and a discount of 12.62% applies when the OS/DA is provided by the reseller.

Outside Normal Business Hours  
Provisioning Requests

See Additional Labor Charges in ITEM IV.G. 4.

**ITEM VII - E 911 Service**

Rate per End User Line	\$ .12
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**ITEM VIII - Collocation**

Proxied from Access Tariff FCC No. 35

**ITEM IX - Structure**

See CBT’s Cable Television Pole Attachment Tariff, PSCK No. 1, for pole and anchor pricing.

See CBT’s Pole and Anchor, Attachment and Conduit Occupancy Accommodations Tariff, PUCO No. 1, for conduit pricing.

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION  
 Intermedia/CBT AGREEMENT  
 The rate structures/levels shown below are for interim use pending the  
 Completion of Case No. 96-899-TP-ALT.**

**ATTACHMENT A**

**PRICING BANDS BY CBT WIRE CENTER (CO)**

<b><u>BAND</u></b>	<b><u>WIRE CENTER</u></b>	<b><u>BAND</u></b>	<b><u>WIRE CENTER</u></b>
<b><u>1 - MOST DENSE</u></b>	209 W 7th Street	<b><u>2 - MIDDLE DENSITY</u></b>	Batavia
	Avondale		Goshen
	Cherry Grove		Hamilton
	Cheviot		Hamlet
	Covedale		Harrison
	Crescentville		Loveland
	Evendale		Miami
	Fairfield		Milford
	Glendale		Sayler Park
	Groesbeck		Tobasco
	Hartwell	West Chester	
	Hyde Park		
	Madisonville		
	Montgomery		
	Mt Healthy		
	Mt Washington	<b><u>3 -RURAL</u></b>	Bethel
	North Greenhills		New Richmond
	Northside		Newtonsville
	Norwood		Reily
	Price Hill		Seven Mile
Rossmoyne	Shandon		
St Bernard	Williamsburg		
Westwood			