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Brent Beal
Government Affairs Director

December 12, 2022

VIA ELECTRONIC FILING

Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street SW
Atlanta, GA 30334

Re: Interconnection Agreement by and between Coastal Utilities, Inc. d/b/a CenturyLink and Onvoy Spectrum, LLC

Dear Ms. Tanner:

Enclosed for filing is the Interconnection Agreement ("Agreement") between Coastal Utilities, Inc. d/b/a CenturyLink[1] ("CenturyLink") and Onvoy Spectrum, LLC.

Thank you for your assistance in this matter. Please contact me at (704) 314-2365 if there are any questions.

Sincerely,

Sincerely,

/s/ Brent Beal
Brent Beal

BB/amm
Enclosure(s)
cc: General Counsel *(legalnotices@inteliquent.com)*

[1] On November 14, 2022, an Approval of a Name Change for Coastal Utilities, Inc. d/b/a CenturyLink was filed, notifying the Commission that Coastal Utilities, Inc. d/b/a CenturyLink is now Brightspeed of Georgia, LLC.

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Commercial Mobile Radio Services (CMRS)

Coastal Utilities, Inc. d/b/a CenturyLink

and

Onvoy Spectrum, LLC

For the of State of Georgia

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS 5

1. GENERAL RULES 5
2. DEFINITIONS 5

ARTICLE II. GENERAL TERMS AND CONDITIONS 16

3. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS 16
4. POSITION OF THE PARTIES 16
5. REGULATORY APPROVALS 16
6. EFFECTIVE DATE, TERM AND TERMINATION 16
7. CARRIER CERTIFICATION 19
8. APPLICABLE LAW 19
9. CHANGES IN LAW 20
10. AMENDMENTS 21
11. ASSIGNMENT 21
12. CONFIDENTIAL INFORMATION 22
13. CONSENT 23
14. CONTACTS BETWEEN THE PARTIES 23
15. GENERAL DISPUTE RESOLUTION 23
16. ENTIRE AGREEMENT 25
17. FORCE MAJEURE 25
18. FRAUD 26
19. HEADINGS 26
20. INTELLECTUAL PROPERTY 26
21. LAW ENFORCEMENT 28
22. LIABILITY AND INDEMNIFICATION 29
23. SUBCONTRACTORS 32
24. INSURANCE 32
25. NON-EXCLUSIVE REMEDIES 33
26. RESERVATION OF RIGHTS 33
27. NOTICES 33
28. REFERENCES 34
29. RELATIONSHIP OF THE PARTIES 34
30. SUCCESSORS AND ASSIGNS – BINDING EFFECT 34
31. SURVIVAL 35
32. TAXES/FEES 35
33. TERRITORY 36
34. THIRD-PARTY BENEFICIARIES 36
35. USE OF SERVICE 36
36. WAIVER 36
37. WITHDRAWAL OF SERVICES 37
38. TECHNOLOGY UPGRADES 37

ARTICLE III. IMPLEMENTATION 38

39. IMPLEMENTATION PLAN 38
40. SECURITY DEPOSIT 38
41. START-UP DOCUMENTATION 39
42. LETTER OF AUTHORIZATION (LOA) 39

ARTICLE IV. OPERATIONAL TERMS 42

43. STANDARD PRACTICES 42
44. ESCALATION PROCEDURES 42
45. CONTACT WITH END USERS 42
46. CAPACITY PLANNING AND FORECASTS 42

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

47. BONA FIDE REQUEST (BFR) 44
48. ORDERING AND PROVISIONING 46
49. BILLING AND PAYMENTS/DISPUTED AMOUNTS 47
50. AUDITS 51
51. BRIGHTSPEED OSS INFORMATION 52
52. NETWORK MANAGEMENT 55
53. MAINTENANCE AND REPAIR 56

ARTICLE V. INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC 57

54. SERVICES COVERED 57
55. NETWORK INTERCONNECTION METHODS 57
56. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS 62
57. INTERCARRIER COMPENSATION 67
58. TRANSIT TRAFFIC 71

ARTICLE VI. ADDITIONAL SERVICES 74

59. NUMBER PORTABILITY 74
60. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY 77
61. BASIC 911 AND E911 SERVICE 77
62. DIRECTORY ASSISTANCE 83

ARTICLE VII. PRICING 84

63. GENERAL PRICING TERMS 84
64. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 84
65. APPLICATION OF NON-RECURRING CHARGES 84
66. INDIVIDUAL CASE BASIS PRICING (ICB) 84

ARTICLE VIII. MISCELLANEOUS 86

67. AUTHORIZATION AND AUTHORITY 86
68. COUNTERPARTS 86

SIGNATURE PAGE 88

TABLE 1 RATES

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

This **CMRS Interconnection Agreement** ("Agreement") is entered into by and between Coastal Utilities, Inc. d/b/a CenturyLink ("Brightspeed"), and Onvoy Spectrum, LLC ("Carrier"), in its capacity as a licensed provider of Commercial Mobile Radio Service ("CMRS"). Brightspeed and Carrier are herein referred to collectively as the "Parties" and each individually as a "Party." This Agreement covers services in the State of Georgia.

WHEREAS, the Parties wish to interconnect their networks pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Brightspeed's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder; and

WHEREAS, Carrier is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider; and

WHEREAS, Services provided by Brightspeed to Carrier under this Agreement are provided pursuant to Carrier's role as a CMRS provider of two-way traffic so that customers of each Party can place and receive calls that originate from or terminate to a CMRS carrier which originate on one Party's network and terminate on the other Party'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 Interconnection points; and

WHEREAS, the Parties wish to set forth terms for the purchase of Interconnection and exchange of traffic for Carrier's provision of CMRS Services; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, Brightspeed and Carrier hereby covenant and agree as follows:

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DEFINITIONS

GENERAL RULES

Unless the context clearly indicates otherwise, the definitions set forth in this Article of this Agreement shall apply to the entire Agreement and all attachments incorporated by reference herein into this Agreement.

Additional definitions that are specific to the matters covered in a particular Article, attachment or provision may appear in that Article, attachment or provision. To the extent that there is any difference between a term which is defined in more than one place within this Agreement, including any attachments, a definition set forth in a specific Article, attachment or provision shall control with respect to that Article, attachment or provision.

A defined term intended to convey the meaning stated in this Agreement is capitalized when used. Capitalized terms that are not otherwise defined in this Agreement, including any attachments, but are defined in the Telecommunications Act of 1996 (Act) and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.

Terms used in a Tariff shall have the meanings stated in the Tariff.

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

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

DEFINITIONS

911 Service or 911: Basic 911 Service provides a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number (911). As used in this Agreement, references to 911 Service shall include E911 as defined herein, as appropriate.

911 Service Provider: A 911 Service Provider furnishes systems and support necessary to enable 9-1-1 calling for one or more PSAPs in a specific geographic area.

911 Trunk: A trunk capable of transmitting a 9-1-1 dialed call to the Selective Router, and used for the single purpose of transmission of 9-1-1 calls in accordance with applicable NENA Standards.

Access Service Request (ASR): The Ordering and Billing Forum document designated by Brightspeed to be used by the Parties to add, establish, change or disconnect services or trunks for the purpose of providing Special Access Services, Switched Access Services, and Interconnection.

Access Services: Interstate and intrastate Switched Access Services and Special Access Services, as appropriate.

Act or the Act: The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§151, et seq.

ACTL: Access Customer Terminal Location as defined by Telcordia now iconectiv.

Affiliate: Shall have the meaning set forth in 47 U.S.C. §153.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

ALI Database: A database used in providing 911 Service which stores information associated with End User customers' telephone numbers or Shell Records.

Applicable Law: Shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that relate to the respective rights and obligations of each Party as of the Effective Date or as subsequently revised.

Automated Message Accounting (AMA): The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia now iconectiv Technologies as GR-1100-CORE, which defines the industry standard for message recording.

Automatic Location Identification (ALI): A record that includes the subscriber's telephone number (identified by ANI), street address, Emergency Service Number (ESN) and other predetermined information associated with the E911 caller's telephone number, which can be forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.); will be identified with the service address of the calling party's listed number.

Automatic Number Identification (ANI): A telephone number associated with the access line from which a 911 call originates, used for selective routing and for display at a PSAP to identify the telephone number of the caller. It is the key field in the ALI Database. Any reference to ANI in this Agreement shall be deemed to be inclusive of pANI, as appropriate.

Bill and Keep: Shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.

Bill Date: The date when a Brightspeed service is billed and/or invoiced to a customer. The Bill Date is generally the date one (1) Day past the billing cycle close date and will appear on any such bill or invoice.

Bill Due Date: The date that payment for a bill or invoice is due. The Bill Due Date shall be the date thirty (30) Days from the Bill Date.

Bona Fide Request (BFR): The process Carrier must use (1) to submit a request to obtain Interconnection to which Brightspeed is required to provide access under Applicable Law, but which Interconnection is new, undefined or not otherwise available under the terms of this Agreement; (2) when facilities and equipment are not currently available; (3) when Carrier requests that Brightspeed provide Interconnection that is superior or inferior in quality than those that Brightspeed provides to itself; and (4) to request certain other services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via the BFR process on an individual case basis (ICB).

Business Day: Monday through Friday, except for company holidays on which Brightspeed is officially closed for business.

Carrier Profile: A Brightspeed form required to be completed and submitted to Brightspeed by any Telecommunications Carrier requesting to interconnect or exchange traffic with Brightspeed's network, or the ability to initiate any order submission to Brightspeed. Among other things, a Telecommunication Carrier is required to provide Brightspeed, on the Carrier Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Access Carrier Name Abbreviation (ACNA).

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

Central Office (CO): A telephone company Building where customer lines are joined to a switch or switches for connection to the Public Switched Telephone Network (PSTN).

Central Office Switch: A switch used to provide CMRS Services including (1) End Office Switches which are Class 5 switches from which End User Telephone Exchange Services are connected and offered, directly or through subtending Remotes, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among Central Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office Switches (combination Class 5/Class 4).

CIC: An acronym for Carrier Identification Code.

CLLI Codes: Common Language Location Identifier Codes.

Commission: The State Public Service or Public Utility Commission, as applicable.

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

Common Transport: An interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Brightspeed's network. Common Transport paths / Trunks are shared between multiple customers and are required to be switched at the Tandem Switch.

Company Identifier or Company ID: A three (3) to five (5) character identifier that distinguishes the entity providing voice service (e.g., wireline, wireless, VoIP, etc.) to the End User. The Company Identifier registry is maintained by NENA in a nationally accessible database.

Commercial Mobile Radio Services ("CMRS") or Wireless: A radio communication service as set forth in 47 C.F.R. §20.3.

Customer Proprietary Network Information (CPNI): Shall have the meaning set forth in 47 U.S.C. §222 and shall also include any additional information specified pursuant to State law.

Customer Service Record (CSR): A record detailing the services to which an End User subscribes from its Telecommunications provider(s).

Customer Service Record Search: A process requested by a Party that typically searches for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. The requesting Party must have obtained proper authorization from the End User prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.

Database Management System (DBMS): A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

Day: A calendar day unless otherwise specified.

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Default: A Party's violation of any material term or condition of the Agreement, or refusal or failure in any material respect to properly perform its obligations under this Agreement, including the failure to make any undisputed payment when due. A Party shall also be deemed in Default upon such Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party or the failure to obtain or maintain any certification(s) or authorization(s) from the Commission which are necessary or appropriate for a Party to exchange traffic or order any service, facility or arrangement under this Agreement, or notice from the Party that it has ceased doing business in this State or receipt of publicly available information that signifies the Party is no longer doing business in this State.

Direct Trunked Transport (DTT): A DS1 or DS3 interoffice facility that connects the Brightspeed Serving Wire Center of the Carrier's Local Interconnection Entrance Facility to the terminating Brightspeed Tandem or End Office used exclusively for the transmission and routing of CMRS traffic.

Disputed Amounts: An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established by the billing Party.

DS-1: A service having an absolute digital signal speed of 1.544 Mbps.

DS-3: A service having an absolute digital signal speed of 44.736 Mbps.

Duct: A pipe, tube or conduit through which cables or wires are passed.

Dynamic 911: The provision of E911 Service utilizing a call processing arrangement with pseudo ANIs for non call-path associated signaling and routing commonly associated with the delivery of mobile, nomadic or out-of-region calls.

E911 Customer or PSAP Operator: A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire service through the use of one telephone number, 911.

E911 or Enhanced 911 Service or E911 Service: A telephone system which includes network switching, database and PSAP premise elements capable of providing ALI data, selective routing, selective transfer, fixed transfer, and a call back number.

Effective Date: The date of Commission approval of this Agreement.

Electronic Interface: Direct access to Operations Support Systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

Emergency Services: Law enforcement, fire, ambulance, rescue, and medical services.

Emergency Service Number (ESN): A three to five digit number that represents a unique combination of Emergency Services in one or more ESZs.

Emergency Services Query Key (ESQK): The ESQK identifies a call instance at a voice positioning center (VPC), and is associated with a particular SR/ESN combination per NENA standards. The ESQK is expected to be a ten-digit North American Numbering Plan number.

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Emergency Service Zone (ESZ): A geographical area that represents a unique combination of Emergency Services that are within a PSAP's jurisdiction.

End Office: The telephone company office from which the End User receives exchange service.

End Office Switch: A switching machine that terminates traffic to and receives traffic from End Users purchasing local Telephone Exchange Service. A PBX is not considered an End Office Switch.

End User: Any third party retail customer that subscribes to, and does not resell to others, a service provided by a Party to this Agreement. As used herein, End User does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement, nor any Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Competitive Local Exchange Carrier (CLEC) or their retail customers nor does it include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement. For purposes of this Agreement, Carrier's End User must be subscribing to a CMRS service provided by Carrier.

Exchange Access: The offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

FCC: The Federal Communications Commission.

Incumbent Local Exchange Carrier (ILEC): Shall have the meaning set forth in 47 U.S.C. §251(h).

Indirect Network Connection: A method of Interconnection for the exchange of Local Traffic, IntraLATA LEC Toll Traffic and VoIP-PSTN Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.

Information Service: The offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications service.

Intellectual Property: Means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all re-issuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

Intellectual Property Claim: Any actual or threatened claim, action or proceeding relating to Intellectual Property.

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Interconnection: refers to the connection between networks for the purpose of transmission and routing of CMRS traffic as contemplated in 47 C.F.R. §51.5 and 47 C.F.R. §20.11, and in accordance with the terms and conditions of this Agreement. This term does not include the transport and termination of traffic.

Interconnection Facility: The physical connection of separate pieces of equipment and transmission facilities within, between and among networks, for the transmission and routing of CMRS traffic, subject to the trunking requirements and other terms and provisions of this Agreement.

Interexchange Carrier (IXC): A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.

InterLATA Toll Traffic: Telecommunications traffic between a point located in a LATA and a point located outside such LATA.

InterMTA Traffic: For purposes of intercarrier compensation under this Agreement, InterMTA Traffic means CMRS traffic between Brightspeed and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning or ending of the call may be used.

IntraLATA Toll Traffic: Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the originating or terminating Brightspeed Local Calling Area as defined in Brightspeed's local exchange Tariff on file with the Commission.

IntraMTA Traffic or Local Traffic: For purposes of intercarrier compensation under this Agreement, IntraMTA Traffic means CMRS traffic directly exchanged between Brightspeed and a CMRS provider that originates and terminates in the same Major Trading Area. For purposes of determining whether traffic originates and terminates in the same MTA, and therefore whether the traffic is IntraMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning or ending of the call may be used. IntraMTA Traffic or Local Traffic for purposes of intercarrier compensation does not include: (1) Toll Traffic, including, but not limited to, calls originated or terminated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (2) Special Access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (3) Transit Traffic or (4) InterMTA Traffic.

Integrated Services Digital Network (ISDN) User Part (ISUP): A part of the SS7 protocol that defines call setup messages and call takedown messages.

Jointly Provided Switched Access Service Traffic: Traffic where both Brightspeed's network and Carrier's network are used to originate Switched Access Service traffic by an End User to be delivered to an Interexchange Carrier (IXC) for call completion, or where both Brightspeed's network and Carrier's network are used to terminate Switched Access Service traffic delivered by an IXC to an End User.

Local Access and Transport Area (LATA): Shall have the meaning set forth in 47 U.S.C. §153.

Local Calling Area (LCA): The Brightspeed local exchange area, or mandatory Extended Area Service (EAS) exchanges, as required by the Commission or as defined in Brightspeed's local exchange Tariffs.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

Local Exchange Carrier (LEC): Shall have the meaning set forth in 47 U.S.C. §153.

Local Exchange Routing Guide (LERG): The Telcordia now iconectiv Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as equipment designation.

Local Interconnection Trunk or Local Interconnection Trunk Group: One-way or two-way trunks or trunk groups used to exchange Local Traffic between a switch of one Party and a switch of the other Party.

Local Interconnection Entrance Facility: A DS1 or DS3 facility dedicated exclusively to use as Interconnection and ordered as Interconnection Facilities that extends from Carrier's Switch location or other Carrier Premises to the Brightspeed Serving Wire Center for that Carrier Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the Brightspeed Serving Wire Center.

Local Service Request (LSR): The Ordering and Billing Forum document designated by Brightspeed to be used by the Parties, limited in this Agreement for the purpose of Local Number Portability requests. Sometimes referred to as a Service Order.

Major Trading Area (MTA) is a geographic area established in Rand McNally 1992 Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

Master Street Address Guide (MSAG): A database of street names and house number ranges within their associated communities defining ESZs and their associated ESNs to enable proper routing of 911 calls.

Mass Calling Trunks: Trunks designed to handle high call volumes for a wide range of applications, with or without caller interaction with Interactive Voice Response or touch-tone navigation. Mass Calling Trunks typically are associated with television or radio and allow customers to use their telephone to express an opinion, such as voting on interactive television shows, public opinion polling, surveys, information and contests using a virtual call center.

Meet Point: A point, designated by the Parties, at which one Party's responsibility for service begins and the other Party's responsibility ends.

MidSpan Fiber Meet: An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The "point" of Interconnection for purposes of 47 U.S.C. §§251(c)(2) and 251(c)(3) remains on Brightspeed's network and is limited to the Interconnection of facilities between the Brightspeed Serving Wire Center and the location of the Carrier switch or other equipment located within the area served by the Brightspeed Serving Wire Center.

Minutes of Use: Shall be abbreviated as MOU.

Multiple Exchange Carrier Access Billing (MECAB): The 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 currently effective version of the MECAB document, published by ATIS (0401004-00XX), 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.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

National Emergency Number Association (NENA): A not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number" for emergency calls. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

North American Numbering Plan (NANP): The system of telephone numbering employed in the United States, Canada, and Caribbean countries for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications. NANP also sets rules for calls to be routed across these countries.

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

Number Portability (NP): The ability of users of CMRS Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

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

Ordering and Billing Forum (OBF): An industry committee functioning under the auspices of the Alliance for Telecommunications Industry Solutions (ATIS).

Operations Support Systems (OSS): The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Brightspeed's databases and information.

Parity: Means subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Brightspeed of services or functionality under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to Brightspeed, its Affiliates or any other entity that obtains such services or functionality unless otherwise set forth in Applicable Law. Until the implementation of necessary Electronic Interfaces, Brightspeed shall provide such services or functionality on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services or functionality.

Party or Parties: Shall mean Brightspeed, as described in the first paragraph of this Agreement, or Carrier depending on the context and no other entity, Affiliate, Subsidiary or assign. Parties refers collectively to both Brightspeed and Carrier and no other entities, Affiliates, Subsidiaries or assigns.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

Point of Interconnection (POI): A point on Brightspeed's network where the Parties establish Interconnection in accordance with this Agreement. The POI also establishes the interface, the test point, and the operational responsibility hand-off between Carrier and Brightspeed for the Interconnection of their respective networks.

Premises: A Party's Central Offices and Serving Wire Centers; all Buildings or similar structures owned, leased, or otherwise controlled by a Party that house its Network Facilities; all structures that house a Party's facilities on public Rights-of-Way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by a Party that is adjacent to these Central Offices, Wire Centers, Buildings and structures.

Pseudo-ANI (pANI): A ten digit number that is used in place of ANI for E911 call routing and the delivery of dynamic ALI information (e.g., to identify a wireless cell, cell sector, or PSAP to which the call should be routed). For purposes to this Agreement, references to pANI shall include Emergency Services Query Key (ESQK), Emergency Services Routing Digit (ESRD) and Emergency Service Routing Key (ESRK), as appropriate.

Public Safety Answering Point (PSAP): An entity to whom authority has been lawfully delegated to respond to public emergency telephone calls originating in a defined geographic area, and may include public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities. A PSAP may act as a primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP is the PSAP to which 911 calls are routed directly from the Selective Router and Secondary PSAPs receive calls transferred from the primary PSAP.

Rate Center: The specific geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of basic exchange CMRS services. The Rate Center area is the exclusive geographic area identified as the area within which Brightspeed or Carrier will provide basic exchange CMRS services bearing the particular NPA-NXX designations associated with the specific Rate Center.

Rating Point: The finite geographic point identified by a specific Vertical and Horizontal (V&H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.

Reciprocal Compensation: As defined under 47 C.F.R. §20.11(b).

Remote Switch or Remote: A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote Switch via an interswitch link from a host End Office.

Routing Point: A location that a LEC has designated on its own network as the homing or Routing Point for traffic in-bound to Telephone Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements for the distance-sensitive transport element charges. Pursuant to Telcordia now iconectiv Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

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Selective Router (SR): The switching equipment used to route 911 calls to the proper PSAP, or other designated destinations, based upon the caller's location information and other factors.

Service Affecting: A Service Affecting issue or dispute shall mean that such issue or dispute, unless resolved, places a Party's End User in immediate or imminent risk of not being able to use the service to which that End User subscribes.

Service Order: An order submitted by Carrier to Brightspeed ordering for porting requests available in accordance with the terms of this Agreement.

Serving Wire Center: Brightspeed Building from which dial tone for Telephone Exchange Service would normally be provided to a particular End User customer premises.

Shell Records: Those records necessary to populate the DBMS to enable Dynamic 911 call delivery and display methods, used to determine call routing and the appropriate provider responsible for providing the caller's ANI/ALI for display at the appropriate PSAP upon the answer of the 911 call. For purposes of this Agreement, references to 911 records shall include Shell Records, as appropriate.

Signaling Point (SP): A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

Signaling System 7 (SS7): The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards that is used to provide basic routing information, call set-up and other call termination functions.

Signaling Transfer Point (STP): A Signaling Point that performs message routing functions and provides information for the routing of messages between Signaling Points within or between CCS networks. An STP transmits, receives and processes CCS messages.

Standard Practices: The general practices and procedures published or referenced on Brightspeed's Website that apply to Brightspeed's Wholesale Services and operations, as the same may be updated and revised from time to time by Brightspeed.

State: The State specified in this Agreement.

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

Switched Access Services: The offering of transmission and/or switching services to Interexchange Carriers for the purpose of the origination or termination of Telephone Toll Services. Switched Access Services includes, without limitation, the following: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 and 900 Access Services.

Tandem or Tandem Switch or Tandem Office Switch: A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another, in a series, for the purpose of exchanging traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call. Carrier Switch(es) shall be considered Tandem Office Switch(es) to the extent such Switch(es) serve(s) a comparable geographic area as Brightspeed 's Tandem Office Switch. A fact-based consideration of such geography by the Commission should be used to classify any Switch on a prospective basis.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

Tariff: Any applicable Federal or State Tariff, price list or price schedule of a Party, as amended from time-to-time, that provides for the terms, conditions and pricing of CMRS Services. A Tariff filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC. In the event this Agreement refers to a Tariff for a service or arrangement that is not offered, or is no longer offered, under a Tariff, then the reference shall be deemed to refer to an applicable price list.

Technically Feasible: Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection or access.

Telcordia now iconectiv: Means Telcordia Technologies, Inc. now iconectiv which is a leading provider of software and services for the Telecommunications industry, or any successor entity providing the same functions which are referenced in this Agreement.

Telecommunications: Shall have the meaning set forth in 47 U.S.C. §153.

Telecommunications Carrier: Shall have the meaning set forth in 47 U.S.C. §153. This definition includes CMRS providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international Telecommunications for a fee directly to the public.

Telecommunications Service: Shall have the meaning set forth in 47 U.S.C. §153.

Telephone Exchange Service: Shall have the meaning set forth in 47 U.S.C. §153.

Telephone Toll or Telephone Toll Service: Telephone Toll traffic is telephone service between stations in different exchange areas, and can be either IntraLATA Toll Traffic or InterLATA Toll Traffic depending on whether the originating and terminating points are within the same LATA.

Time and Material Charges: Charges for non-standard or individual-case-basis work requested by Carrier. "Time" charges are for the cost of labor which includes, but is not limited to, work preparation and actual work. This labor time is multiplied by an applicable labor rate. "Material" charges are for the cost of items required to fulfill the job requirements.

Transit Service: Means the use of Brightspeed's network to deliver Transit Traffic.

Transit Traffic: Means traffic that is routed by Carrier through Brightspeed's network for delivery to another carrier's network or that is routed by another carrier through Brightspeed's network for delivery to Carrier's network. For purposes of this Agreement, Transit Traffic does not include Jointly Provided Switched Access Service Traffic.

http:///Wire Center: The location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such Local Loops may be served by one (1) or more Central Office Switches within such Premises.

Wireline: CMRS Services provided via a fixed landline network where the End User Customers are stationary.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

GENERAL TERMS AND CONDITIONS

APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

Except as may otherwise be set forth in a particular Article or attachments incorporated by reference within this Agreement, in which case the provisions of such Article or attachment shall control, these General Terms & Conditions apply to all Articles and Table 1 of this Agreement.

POSITION OF THE PARTIES

4.1 This Agreement is an integrated package that reflects a balancing of interests of the Parties. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to Brightspeed's rates and cost recovery that may be covered in this Agreement. Carrier agrees to accept these terms and conditions with Brightspeed based on this Agreement as reciprocal where applicable. Furthermore, to the extent they apply to Brightspeed's provision of services and/or facilities to Carrier, such terms are intended to apply only to the extent required by Applicable Law.

REGULATORY APPROVALS

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

EFFECTIVE DATE, TERM AND TERMINATION

6.1 Effective Date. Subject to Section 5.1, this Agreement shall become effective on the date of Commission approval (Effective Date); however, the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

6.1.1 Notwithstanding the above, no order or request for services under this Agreement shall be processed nor shall any Brightspeed obligation take effect before Carrier has established a customer account with Brightspeed and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

6.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the Initial Term), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.

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6.2.1 Notwithstanding the above, Brightspeed may terminate this Agreement after six (6) consecutive months of inactivity on the part of Carrier. Inactivity is defined as Carrier's failure, as required in this Agreement, to initiate the required pre-ordering activities, Carrier's failure to submit any orders, or Carrier's failure to originate or terminate any Local Traffic.

6.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.

6.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 6.3 and, on or before the noticed date of termination (the End Date), either Party has requested negotiation of a new Interconnection agreement, such notice shall be deemed to constitute a Bona Fide Request to negotiate a replacement agreement for Interconnection services pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new Interconnection agreement between Carrier and Brightspeed; or, (b) one-hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated in (b) above expires and neither Party has commenced arbitration, then Brightspeed and Carrier may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 6.3. Should the Parties not agree to continue to operate under the terms set forth herein after one-hundred eighty (180) Days, then the provisions of Section 6.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 6.6 or Section 6.7.

6.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 6.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party has requested negotiation of a new Interconnection agreement, then (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by Brightspeed under this Agreement at the time of termination, including Interconnection arrangements and the exchange of Local Traffic, may be terminated by Brightspeed unless the Parties jointly agree to other continuing arrangements.

6.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party so long as the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) Days of receipt of the written notice, provided however, that any requirements for written notice and opportunity to cure with respect to the failure to make timely payment of undisputed charges shall be governed separately under Section 49. Following Brightspeed's notice to Carrier of its Default, Brightspeed

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shall not be required to process new Service Orders until the Default is timely cured.

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

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

6.9 Predecessor Agreements.

6.9.1 Except as stated in Section 6.9.2 or as otherwise agreed in writing by the Parties:

a. any prior Interconnection or Resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

b. any services that were purchased by one Party from the other Party under a prior Interconnection or Resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date, shall be subject to the prices, terms and conditions under this Agreement from and after the Effective Date. Notwithstanding the foregoing, if such services were purchased after the Parties agreed to implement this Agreement pursuant to Section 6.1, neither party will bring a dispute to require that an obligation incurred after execution must be fulfilled under the terms of the prior Agreement as long as this Agreement ultimately receives Commission Approval and so long as such obligations are fulfilled under the terms of this Agreement.

6.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior agreement between the Parties pursuant to §252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one (1) month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be subject to the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

6.9.3 If either Party elects to cancel the service commitment pursuant to the proviso in Section 6.9.2, the purchasing Party shall not be liable for any

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termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

CARRIER CERTIFICATION

Notwithstanding any other provision of this Agreement, Brightspeed shall have no obligation to perform under this Agreement until such time as Carrier has obtained such FCC and Commission license(s) as may be required by Applicable Law for conducting business as a CMRS provider. Carrier shall not be permitted to establish its account nor place any orders under this Agreement until it has obtained such authorization and provided proof of such to Brightspeed. At any time during the life of this Agreement, Carrier will provide evidence of its status to Brightspeed upon request. Carrier's failure to maintain such authorization(s) as may be required by Applicable Law for conducting business as a CMRS provider shall be considered a Default of Agreement.

APPLICABLE LAW

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

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

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

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

Both Parties shall satisfy all applicable service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are required Applicable Law.

Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has had the opportunity to obtain advice of its own legal counsel in accepting such negotiated terms and conditions. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) State laws, and shall be subject to the jurisdiction of the state and federal courts of the applicable State. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

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Severability. If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only that specific provision of the Agreement. In all other respects, this Agreement will stand as if such provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If the provision materially affects the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly negotiate an amendment to this Agreement in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, initiate Dispute Resolution pursuant to the terms of this Agreement, and any resolution in favor of the affected Party will be considered retroactive to the date Dispute Resolution was initiated. Notwithstanding the above, where the affected provision is held to be invalid, void or unenforceable retroactively by a court of competent jurisdiction, the resolution in favor of the affected Party will be considered retroactive to the same extent, or to the extent specified in the decision or twenty-four (24) months from the date Dispute Resolution was initiated whichever is shorter.

CHANGES IN LAW

In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) Days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date.

Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, Brightspeed is no longer required by Applicable Law to continue to provide any service, facility, arrangement, payment or benefit (Discontinued Arrangements) otherwise required to be provided to Carrier under this Agreement, then Brightspeed may discontinue the provision of any such service, facility, arrangement, payment or benefit. Brightspeed will provide thirty (30) Days prior written notice to Carrier of any such discontinuation, unless a different notice period or different conditions are specified by Applicable Law, in which event such specified period and/or conditions shall apply. Immediately upon provision of such written notice to Carrier, Carrier will be prohibited from ordering, and Brightspeed will not provide, new Discontinued Arrangements. If Carrier

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

disputes Brightspeed's discontinuance of such service, facility, arrangement, payment or benefit, the dispute resolution procedures of this Agreement shall apply, and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in Brightspeed's written notice to Carrier unless a definitive effective date is specified by Applicable Law.

Additions to Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, Brightspeed is required by such change in Applicable Law to provide a service not already provided to Carrier under the terms of this Agreement, the Parties agree to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in this Agreement.

Should the Parties be unable to reach agreement with respect to the applicability of any Amended Rules or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of this Agreement. Brightspeed may charge rates to Carrier under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision and such ordered rates shall be implemented without the requirement of an Amendment to this Agreement.

AMENDMENTS

Any amendment, modification, deletion or supplement to this Agreement must be in writing, dated and signed by an authorized representative of each Party and filed with the Commission, except for notices of Discontinued Arrangements or changes in rates approved by the Commission in a generic cost proceeding. The term Agreement shall include any such future amendments, modifications, deletions and supplements.

ASSIGNMENT

If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement.

Except as provided in Section 11.1, any assignment of this Agreement or of the obligations to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, shall be void. Upon a request by a Party for such consent, the other Party shall not unreasonably withhold or delay such consent, provided however, that reasonable grounds for withholding consent would include, without limitation, the existence of any material default by the requesting

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Party. For purposes of this paragraph, a material Default shall include, without limitation, the failure by a Party to pay any outstanding undisputed amounts owed by the due date.

If a Party seeks to transfer only a portion of facilities ordered pursuant to this Agreement, while retaining other facilities, then such transfer shall be treated as a disconnection and subsequent activation, subject to applicable disconnection and activation charges for such facilities, including any early termination fees, if applicable.

CONFIDENTIAL INFORMATION

All information which is disclosed by one Party (Disclosing Party) to the other Party (Recipient) in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, except as provided in Section 12.5 below or as specifically provided elsewhere in this Agreement. Such information includes but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC, and where applicable, the rules and regulations of the Commission (Confidential Information).

Each Party agrees to use Confidential Information only for the purpose of performing under this Agreement, to hold it in confidence, to disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and to safeguard Confidential Information from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement (unless such notice is prohibited by law), and the Recipient undertakes lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. 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.

Recipient shall have no obligation to safeguard Confidential Information which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, which becomes publicly known or available through no breach of this Agreement by Recipient, which is rightfully acquired by Recipient free of restrictions on its disclosure, or which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

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Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of five (5) years from the date of the initial disclosure of the Confidential Information.

Each Party agrees that in the event of a breach of this Section by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

Except as otherwise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including without limitation §222 of the Act.

CONSENT

Except as otherwise expressly stated in this Agreement, where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed

CONTACTS BETWEEN THE PARTIES

14.1 Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. Brightspeed will provide and maintain its contact and escalation list on the Brightspeed Website, and any updates also will be provided on the Website. Information contained on the Website will include a single contact telephone number for Brightspeed's Carrier Service Center (via an 800#) that Carrier may call for all ordering and status inquiries and other day-to-day inquiries at any time during the Business Day. In addition, the Website will provide Carrier with contact information for the personnel and/or organizations within Brightspeed capable of assisting Carrier with inquiries regarding the ordering, provisioning and billing of Interconnection services. Included in this information will be the contact information for a person or persons to whom Carrier can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

GENERAL DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 49 shall also apply to the resolution of any billing disputes.

Alternative to Litigation. Except as provided under §252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order, an injunction related to

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the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree that the following resolution procedures shall be used.

15.2.1 A Party may not submit a dispute to any court, commission or agency of competent jurisdiction for resolution unless at least sixty (60) Days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item. If a Party gives notice of a billing dispute more than thirty (30) Days after the billing date and has not paid the Disputed Amounts by the payment due date, then the notice of such dispute shall be deemed to have been given thirty (30) Days after the billing date for purposes of calculating the time period before such dispute may be submitted to any court, commission or agency of competent jurisdiction for resolution.

15.2.2 The Parties shall meet or confer 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 Parties, provided, however, that all reasonable requests for relevant, non-privileged, information made by one Party to the other Party shall be honored, and provided that the following terms and conditions shall apply:

15.2.3 If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute (or such longer period as may be specifically provided for in other provisions of this Agreement), then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have more authority over the subject matter of the dispute. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

15.2.4 If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with any court, commission or agency of competent jurisdiction seeking resolution of the dispute. The petition or complaint shall include a statement that both Parties have agreed (by virtue of this stipulation) to request an expedited resolution within sixty (60) Days from the date on which the petition or complaint was filed, or within such shorter time as may be appropriate for any Service Affecting dispute.

15.2.5 If the court, commission or agency of competent jurisdiction appoints an expert(s), a special master, or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). Subject to the foregoing, each Party shall bear its own costs in connection with any dispute resolution procedures, and the Parties shall equally split the fees of any arbitration or arbitrator that may be employed to resolve a dispute.

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15.2.6 During dispute resolution proceedings conducted by any court, commission or agency of competent jurisdiction 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.

15.2.7 A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by any court, commission or agency of competent jurisdiction may not be resubmitted under the dispute resolution process.

ENTIRE AGREEMENT

This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, proposals, and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

The Parties acknowledge and agree that they have had adequate opportunity to negotiate this Agreement pursuant to a give and take process, and that the inclusion or exclusion of any provisions within this Agreement shall be without prejudice to either Party's right to advocate for different rights or obligations to apply under any circumstances other than the exercise and enforcement of and the rights and obligations hereunder. The provisions of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions concerning the matters set forth herein, nor deemed to constitute acquiescence or a waiver by either Party with respect to such matters under any circumstances other than the exercise and enforcement of and the rights and obligations hereunder, nor shall either Party be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter in any forum, without any diminishment of such rights based upon the passage of time or any course of conduct which is consistent with the Agreement.

To the extent this Agreement contains any provisions which are not governed by 47 U.S.C. §251 and which could otherwise be addressed in a separate stand-alone agreement, such inclusion does not subject such provisions to the compulsory arbitration or other provisions of 47 U.S.C. §252, and the Parties do not waive any position they may have with respect to the applicability or non-applicability of such federal statutes to any provisions hereof.

FORCE MAJEURE

17.1 In the event that performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake, unusually severe weather, epidemics or like acts of God, nuclear accidents, power blackouts, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government under its police powers, labor disruptions, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected (Force Majeure Events), the Party affected,

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference and the other Party shall likewise be excused from performance of any corresponding obligations that are rendered unnecessary, impractical or inequitable by the non-performance of the Party experiencing the Force Majeure Events on a day-to-day basis until the delay, restriction or interference has ceased; provided however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

17.2 It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section. Notwithstanding the provisions of Section 17.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

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

FRAUD

18.1 The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. Brightspeed will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, Carrier's account in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

HEADINGS

19.1 The headings and numbering of Sections and Articles in this Agreement are for convenience and identification only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

INTELLECTUAL PROPERTY

20.1 Carrier acknowledges that its right under this Agreement to interconnect with Brightspeed's network may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.

20.2 Carrier acknowledges that services and facilities to be provided by Brightspeed hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.

20.3 Upon written request by Carrier, Brightspeed will use commercially reasonable efforts to procure rights or licenses to allow Brightspeed to use Intellectual Property and other rights of third parties to provide Interconnection, services and facilities to Carrier (Additional Rights and Licenses). Carrier shall promptly reimburse Brightspeed for all costs incurred by Brightspeed and/or Brightspeed's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by Brightspeed or any Brightspeed Affiliate. Brightspeed

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

shall have the right to obtain reasonable assurances of such prompt reimbursement by Carrier prior to the execution by Brightspeed or any Brightspeed Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event Carrier fails to promptly reimburse Brightspeed for any such cost, then, in addition to other remedies available to Brightspeed under this Agreement, Brightspeed shall have no obligation to provide to Carrier any product, service or facility to which such Additional Rights and Licenses relate until payment is made. In the event any service to which the Additional Rights and Licenses relate is provided to any carrier(s) other than Brightspeed, Brightspeed's Affiliates and Carrier, Brightspeed shall reasonably apportion among Carrier and such non-Brightspeed carriers, on a prospective basis only, the costs incurred by Brightspeed and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).

20.4 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

20.5 For the purposes of this Agreement, any Intellectual Property originating from or developed by such Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.

20.6 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other Intellectual Property, now or hereafter owned, controlled or licensable by either Party. Except as expressly provided in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other Intellectual Property, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

20.7 Except as provided in Section 20.3 and/or Section 20.1, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or customers based on or arising from any third party claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party, or the performance of any service or method, either alone or in conjunction with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual Property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

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

LAW ENFORCEMENT

21.1 Except to the extent not available in connection with Brightspeed's operation of its own business, Brightspeed shall provide assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, twenty-four (24) hours per day, seven (7) days a week.

21.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process, Brightspeed agrees to work jointly with Carrier in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. Carrier shall be responsible for and shall be billed for any charges associated with providing such services for Carrier's End Users.

21.3 Where Brightspeed receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a Brightspeed account, Brightspeed shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.

21.4 If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena (receiving Party) from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

21.5 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

LIABILITY AND INDEMNIFICATION

22.1 Indemnification Against Third-Party Claims. Each Party (the Indemnifying Party) agrees to indemnify, defend, and hold harmless the other Party (the Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the Indemnitee Group), from any and all Claims (as hereinafter defined).

22.1.1 For purposes of this Section 22, Claim means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses including, but not limited to, reasonable costs and attorneys' fees),

(a) based on allegations that, if true, would establish

(i) the Indemnifying Party's misrepresentation, fraud or other misconduct;

(ii) the Indemnifying Party's gross negligence or willful misconduct or omissions;

(iii) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party;

(iv) the Indemnifying Party's liability in relation to any wrongful disclosure of private or personal matters or material which is defamatory; or

(v) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or

(b) that arises out of:

(i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement or the Indemnifying Party's use of any services or facilities obtained from or provided by the other Party under this Agreement;

(ii) any act or omission of the Indemnifying Party's customer(s) or End User(s) pertaining to the services or facilities provided under this Agreement;

(iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement;

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

(iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or

(v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section (other than applicable employee claimant(s)).

22.1.2 For purposes of this Section, Reasonable costs and attorneys' fees, as used in this Section, includes without limitation fees and costs incurred to interpret or enforce this Section.

22.1.3 The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

22.2 Each Party shall indemnify the other Party from all Claims by the indemnifying Party's End Users pertaining to the services or facilities provided under this Agreement.

22.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES AND PRODUCTS PROVIDED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT. NO REPRESENTATION OF STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

22.4 Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.

22.4.1 EXCEPT AS PROVIDED IN SECTION 22.4.2, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS REPUTATION, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

22.4.2 The limitation of liability under Section 22.4.1 does not apply to the following:

a. Indemnification under Section 22.1(a)(ii)-(vi);

b. Breach of any obligation of confidentiality referenced in this Agreement;

c. Willful or grossly negligent violation of security procedures;

d. Any breach by Carrier of any provision relating to Carrier's access to or use of Operations Support Systems;

e. Failure to properly safeguard, or any misuse of, customer data;

f. Statutory damages;

g. Liability for intentional or willful misconduct;

h. Liability arising under any applicable Brightspeed Tariff;

i. Each Party's obligations under Section 21 of this Agreement ("Law Enforcement");

j. Indemnity that arises under (or violation of a Party's obligations that arise under) Section 22.5.2 and/or Section 22.5.4 of this Agreement;

k. Section 32 of this Agreement; and/or

l. Liability arising under any indemnification provision contained in a separate agreement or Tariff related to provisioning of Directory Listing or Directory Assistance Services.

22.5 Miscellaneous Limitations. In addition to the general limitation of liability in this Section 22, the following shall also limit a Party's liability under this Agreement.

22.5.1 Inapplicability of Tariff Liability. Any general liability, as described in a Party's local exchange or other Tariffs, does not extend to the other Party, the other Party's End User(s), suppliers, agents, employees, or any other third parties. Liability of one Party to the other Party resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to Brightspeed.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

22.5.2 Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between a Party and any of the other Party's End Users, suppliers, agents, employees, or any other third parties.

22.5.3 No Liability for Errors. The Parties are not liable for mistakes in their respective signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs)) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases).

22.5.4 Brightspeed shall be liable for damage to or destruction of Carrier's equipment and other Premises only if such damage or destruction is caused by Brightspeed's sole negligence or willful misconduct.

SUBCONTRACTORS

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

INSURANCE

24.1 Without limiting the liabilities or indemnification obligations of the Parties, each Party will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII or better and authorized to do business in each state where services are provided under this Agreement. Each Party may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. Each Party will require its subcontractors to maintain proper insurance applicable to the type and scope of work to be performed under this Agreement.

24.1.1 Commercial General Liability with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability;

24.1.2 Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 combined single limit per accident for bodily injury and property damage liability;

24.1.3 Workers Compensation with statutory limits applicable in each state where the services are performed including Employer's Liability with limits of not less than $1,000,000 per accident or disease; and

24.1.4 Umbrella or excess liability in an amount not less than $5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability; and

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

24.2 Each Party shall list the other Party, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities as additional insureds on the policies described in subsections 24.1.1, 24.1.2 and 24.1.4 above. The coverage described in 24.1.1 shall be primary and not contributory to insurance which may be maintained by the other Party subject to Section 22 of this Agreement. Prior to commencement of services under this Agreement, each Party will make available to the other Party evidence of the insurance required herein.

NON-EXCLUSIVE REMEDIES

25.1 Except as otherwise provided herein, 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 to under this Agreement or at law or in equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

RESERVATION OF RIGHTS

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

NOTICES

27.1 Any notices required by or concerning this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery, or (d) on the date of an email, when such notices are sent to the addresses specified below.

27.2 Notices conveyed pursuant to this Section shall be delivered to the following addresses of the Parties or to such other address as either Party shall designate by proper notice:

Brightspeed:
Legal Department / Regulatory Notices
P.O. Box 1330
Fayetteville, NC 28302-1330
Phone: 833-692-7773
Email: CarrierAgreements@Brightspeed.com

Onvoy Spectrum, LLC:
Attn: General Counsel
One North Wacker Dr., Suite 2500
Chicago, IL 60606
Phone: 312-384-8090
Email: legalnotices@inteliquent.com

REFERENCES

28.1 All references to Articles, Sections, attachments, Tables and the like shall be deemed to be references to Articles, Sections, attachments and Tables of this Agreement unless the context shall otherwise require.

RELATIONSHIP OF THE PARTIES

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

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

29.3 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

29.4 Except as provided by Section 23 (Subcontractors), the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.

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

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

SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

SURVIVAL

31.1 The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 12), limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 22), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, or termination of this Agreement, shall survive the expiration or termination of this Agreement.

TAXES/FEES

32.1 Any State or local excise, sales, or use taxes (defined in Sections 32.3 and 32.4) and fees/regulatory surcharges (defined in Section 32.5) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

32.2 Notwithstanding anything to the contrary contained herein, Carrier is responsible for furnishing tax exempt status information to Brightspeed at the time of the execution of the Agreement. Carrier is also responsible for furnishing any updates or changes in its tax exempt status to Brightspeed during the Term of this Agreement. In addition, Carrier is responsible for submitting and/or filing tax exempt status information to the appropriate State, municipality, local governing, regulatory and/or legislative body. It is expressly understood and agreed that Carrier's representations to Brightspeed concerning the status of Carrier's claimed tax exempt status, if any, and its impact on this Section 32 are subject to the indemnification provisions of Section 22, which, for purposes of this Section, serve to indemnify Brightspeed.

32.3 Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

32.4 Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Party, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

32.5 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency or contracting party. Fees/regulatory surcharges shall include but not be limited to E911/911, other N11, franchise fees, and Commission surcharges.

TERRITORY

33.1 This Agreement applies to the territory in which Brightspeed operates as an ILEC in the State. Brightspeed shall be obligated to provide services under this Agreement only within this territory.

33.2 Notwithstanding any other provision of this Agreement, Brightspeed may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 6.7 of this Agreement.

THIRD-PARTY BENEFICIARIES

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

USE OF SERVICE

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

WAIVER

36.1 Waiver by either Party of any Default by the other Party shall not be deemed a waiver of any other Default. A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

WITHDRAWAL OF SERVICES

37.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Brightspeed may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least thirty (30) Days prior written notice to Carrier.

TECHNOLOGY UPGRADES

38.1 Notwithstanding any other provision of this Agreement, Brightspeed may deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit Brightspeed's ability to modify its network through the incorporation of new equipment or software or otherwise. Carrier shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

IMPLEMENTATION

The terms of this Article address the requirements for the implementation of this Agreement between the Parties. Notwithstanding the above, to the extent permitted by Agreement terms and Applicable Law, any terms in this Article may be invoked or otherwise remain applicable subsequent to the initial implementation of this Agreement.

IMPLEMENTATION PLAN

39.1 This Agreement together with the Standard Practices and any Tariff terms incorporated herein by reference, set forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. To the extent not otherwise specified or incorporated by reference herein, the Parties agree to work cooperatively to identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

39.2 Dispute Resolution. If the Parties are unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section 15.

SECURITY DEPOSIT

40.1 Brightspeed reserves the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) Days of the request, Carrier will be considered in material breach of the Agreement and Brightspeed may stop processing orders for service.

40.2 In the event of a material change in Carrier's financial condition subsequent to the Effective Date of this Agreement, Brightspeed may request a security deposit. A "material change in financial condition" means Carrier is a new Carrier with no established credit history, or is a Carrier that has not established satisfactory credit with Brightspeed, or the Party is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of Service or discontinuance of the processing of orders by Brightspeed due to a previous failure to pay undisputed charges in a timely manner. Brightspeed may require a deposit to be held as security for the payment of charges before the orders from Carrier will be provisioned and completed or before reconnection of Service. "Repeatedly delinquent" means any payment of a material amount of total monthly Billing under the Agreement received after the Payment Due Date, three (3) or more times during the last twelve (12) month period.

40.3 The deposit amount may not exceed the estimated total monthly charges for a two (2) month period based upon recent or projected Billing. The deposit may be adjusted by Carrier's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars ($5,000,000.00). The deposit may be an irrevocable bank letter of credit, a letter of credit with terms and conditions acceptable to Brightspeed, or some other form of mutually acceptable security such as a cash

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deposit. Required deposits are due and payable within thirty (30) Days after demand.

40.4 Brightspeed may exercise its right to credit any cash deposit to Carrier's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

40.4.1 when Carrier's undisputed balances due to Brightspeed are more than thirty (30) Days past due; and/or

40.4.2 to the extent permitted by Applicable Laws, when Carrier files for protection under the bankruptcy laws; and/or

40.4.3 to the extent permitted by Applicable Laws, when an involuntary petition in bankruptcy is filed against Carrier and is not dismissed within sixty (60) Days; and/or

40.4.4 when this Agreement expires or terminates.

40.5 If any security deposit held by Brightspeed is applied as a credit toward payment of Carrier's balances due to Brightspeed, then Brightspeed may require Carrier to provide a new deposit. If payment of the new deposit is not made within thirty (30) Days of the request, Brightspeed may stop processing orders for service and Carrier will be considered in breach of the Agreement.

40.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to Carrier's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with Brightspeed, which will generally be one full year of timely payments of undisputed amounts in full by Carrier. Upon a material change in financial standing, Carrier may request and Brightspeed will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve Carrier from any requirements of this Agreement.

40.7 Brightspeed may review Carrier's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated hereinabove.

START-UP DOCUMENTATION

41.1 Carrier is required to submit to Brightspeed the Carrier Profile, and other required documentation, as described in the process on the Brightspeed Wholesale Website.

41.2 Carrier must provide documentation to Brightspeed establishing that it is a licensed CMRS provider prior to submitting orders or exchanging any traffic under this Agreement.

LETTER OF AUTHORIZATION (LOA)

42.1 To the extent the Party has not previously done so, the Party shall execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit the Party to view CPNI, such as pursuant to the submission of a Customer Service Record (CSR) Search order, prior to a request to change service providers.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

42.2 Each Party's access to CPNI of another Party's End User will be limited to instances where the requesting Party has obtained from the End User the appropriate authorization required under Applicable Law to change service providers or release of CPNI.

42.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.

42.4 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law. Such documentation shall be kept in all cases, irrespective of whether or not the prospective subscriber ultimately changes local service providers. Such documentation shall be kept for the minimum period specified in 47 C.F.R. §64.1120(a)(1)(ii)

42.5 For any prospective Carrier End User, Brightspeed shall provide Carrier with access to that subscriber's CPNI without requiring Carrier to produce an individually signed LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders, subject to applicable rules, orders, and decisions, and based on Carriers blanket representation under the LOA that it has obtained authorization from each such prospective End User to obtain such CPNI, CSRs or submit such orders. These terms in this Section shall be reciprocal for any prospective Brightspeed End User.

42.6 The provisioning of CPNI from Brightspeed to Carrier shall be accomplished through the preordering Electronic Interface.

42.7 In the event a subscriber complains or other reasonable grounds exist, a Party may request verification of subscriber authorizations. Documentation that a Party is required to maintain under 47 C.F.R. §64.1120 shall be made available to the other Party within three (3) Days of a written request for such documents. Failure to produce proper documentation within three (3) Days of such request shall be considered a material breach of this Agreement. If a Party is in breach of these requirements on multiple occasions, the other Party may discontinue processing new Service Orders and/or disconnect any electronic preordering interface until such failures have been substantially rectified and the Defaulting Party has provided adequate assurances to the other Party that adequate steps have been implemented to prevent ongoing problems with such records compliance. The exercise of this alternative remedy shall not act as a waiver of the right to terminate this Agreement under Section 6.6 if an ongoing Default is not substantially rectified within the applicable timeframes.

42.8 Any dispute between the Parties with respect to their rights and obligations under this Section shall be subject to the Dispute Resolution provisions of this Agreement, and the Parties must attempt to resolve any dispute concerning the validity of subscriber authorizations prior to filing a formal complaint with the Commission provided however, procedures and timeframes specified in 47 C.F.R §64.1150 shall apply to any claims concerning unauthorized changes in preferred carriers. If a Party files a Complaint with the Commission to resolve any such dispute, then while such proceeding is pending, the other Party shall not be entitled to exercise alternative remedy under Section 42.7 unless the Commission determines otherwise.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

42.9 Brightspeed will bill Carrier fifty dollars ($50.00) per affected line in lieu of any additional charge in order to compensate Brightspeed for switching the End User back to the original LEC.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

OPERATIONAL TERMS

STANDARD PRACTICES

43.1 Standard Practices may incorporate by reference various industry, OBF, and other standards referred to throughout this Agreement.

43.2 If Carrier desires notice of changes made to Brightspeed's Standard Practices, Carrier may make such a request during the Agreement implementation process or at any subsequent time during the term of this Agreement.

ESCALATION PROCEDURES

44.1 The Standard Practices outlines the escalation process which may be invoked at any point in the Service Ordering, Provisioning, and Maintenance processes to facilitate rapid and timely resolution of disputes.

CONTACT WITH END USERS

45.1 Each Party at all times shall be the primary contact and account control for all interactions with its End Users, unless otherwise agreed to by the Parties. End Users include active subscribers as well as those for whom Service Order installations are pending.

45.3 Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. Brightspeed will provide and maintain its contact and escalation list on its Brightspeed Website.

45.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall provide appropriate referrals to potential customers who inquire about the other Party's services or products. The Parties shall not in any way disparage or discriminate against the other Party or that other Party's products and services, and shall not solicit each others' customers during such inquiries, provided however, a Party can answer unsolicited customer questions about products and services of that Party.

45.5 The Parties will not use a request for End User information, order submission, or any other aspect of its processes or services to aid its retail marketing or sales efforts.

CAPACITY PLANNING AND FORECASTS

46.1 Forecast Requirements for Interconnection

46.1.1 Within thirty (30) Days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to Interconnection services. Brightspeed may delay processing Carrier Service Orders should Carrier not perform obligations as specified in this Section.

46.1.2 Carrier shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Brightspeed shall make all reasonable efforts and cooperate

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in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by Carrier to Brightspeed twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting.

46.2 Format and Content

46.2.1 Unless otherwise specified by Brightspeed, the forecasting forms located on the Brightspeed Wholesale Website will be used by Carrier for the requirements of this Section.

46.2.2 The joint planning process/negotiations should be completed within two (2) months of the initiation of such discussion.

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

46.2.4 Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.

46.3 Responsibility of Parties

46.3.1 The Parties agree to abide by the following if a forecast cannot be agreed to: Local Interconnection Trunk Groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

a. In the event that Carrier over-forecasts its trunking requirements by twenty percent (20%) or more, and Brightspeed acts upon this forecast to its detriment, Brightspeed may recoup any actual and reasonable expense it incurs.

b. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume exchanged between the Parties.

46.3.2 In addition to the joint trunk group forecasting established in Section 46.1, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

46.3.3 Both Parties will perform a joint validation to ensure current Interconnection Facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 55.2.3 will be used in determining trunk group sizing requirements and forecasts.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

46.3.4 If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

46.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

BONA FIDE REQUEST (BFR)

47.1 Through the BFR process, Carrier may request: (a) Interconnection Brightspeed is required to provide under Applicable Law, but such Interconnection is new, undefined or otherwise required to be provided but not available under the terms of this Agreement; (b) access to facilities and equipment that are not currently available or that are superior or inferior in quality than those that Brightspeed provides to itself; and (c) certain other services, features, capabilities or functionalities defined and agreed upon by the Parties as services to be ordered via the BFR process.

47.2 Notwithstanding anything to the contrary in this Agreement, Brightspeed shall only be required to provide or continue to provide Interconnection and/or other arrangements and services that Brightspeed is otherwise obligated to provide under Applicable Law pursuant to the provisions of this Agreement, including the BFR process. While Brightspeed may permit Carrier to submit BFR requests for Interconnection, arrangements or services that Brightspeed is not obligated under Applicable Law to provide, Brightspeed is not required to provide such Interconnection, arrangements or services, and Brightspeed may elect or decline to provide same at its sole discretion.

47.3 Process

47.3.1 Carrier shall submit to Brightspeed a written BFR application (Request), in a form to be provided by Brightspeed and as published on Brightspeed's Website. The Request shall specifically identify relevant technical requirements and descriptions, drawings, locations and/or any other such specifications that are reasonably necessary to clearly define the Request such that Brightspeed has sufficient information to analyze and prepare a response.

47.3.2 If fulfilling the request involves construction or engineering analysis, Brightspeed will notify Carrier in writing of the requirement for construction or engineering analysis and Brightspeed will not perform the analysis unless Carrier, at its discretion, remits the non-refundable, non-recurring (NRC) payment set forth in Table 1 to compensate Brightspeed for its costs to perform the required analysis. Brightspeed shall have no obligation to further evaluate the request, conduct any analysis or prepare a price quote for the requested service until the non-refundable NRC payment has been received.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

47.3.3 Carrier may cancel a Request in writing at any time prior to agreeing on price and availability in the final quote. Brightspeed will then cease analysis and/or development of the Request. However, Carrier will pay Brightspeed its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date on which Brightspeed receives Carrier's notice of cancellation if such costs are not already covered in full by a previously submitted non-refundable NRC payment.

47.3.4 Brightspeed shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of Brightspeed's receipt of a Request. If any additional information is needed for a complete and accurate Request then within fifteen (15) days receipt of the initial Request, Brightspeed will give notice to Carrier of the need for such additional information. Brightspeed will treat the date of receipt of any such additional information as the new Request date under this subparagraph and the same timeframes shall thereafter apply.

47.3.5 Except under extraordinary circumstances, within thirty (30) Days of its receipt of a complete and accurate Request, Brightspeed will approve or deny the Request (Preliminary Analysis). If Brightspeed denies Carrier's Request, the Preliminary Analysis will provide the reason(s) for such denial.

47.3.6 Carrier may accept or reject Brightspeed's Preliminary Analysis, at its discretion. Carrier will provide written acceptance of the Preliminary Analysis to Brightspeed within thirty (30) Days of its receipt of the Preliminary Analysis or Carrier's Request will be deemed to be cancelled.

47.3.7 Upon receiving Carrier's written acceptance and authorization of the Preliminary Analysis, Brightspeed will proceed to develop a Final Quote. The Final Quote shall contain a description of each access arrangement or service to be provided, a tentative availability date, the applicable rates, the installation intervals, and the terms and conditions under which access to the requested Network Element, arrangement or service will be offered. Brightspeed shall provide the Final Quote within ninety (90) Days of receiving Carrier's written acceptance and authorization to the Preliminary Analysis.

47.3.8 The availability date is dependent on when Carrier accepts the Final Quote. Brightspeed shall make reasonable efforts to provide an availability date that is within ninety (90) Days from the date it receives Carrier's written Final Acceptance as described below in Section 47.3.9. If Brightspeed cannot complete the BFR within ninety (90) Days of receiving Carrier's Final Acceptance, Brightspeed and Carrier will then determine a mutually agreeable availability date.

47.3.9 Within thirty (30) Days of receipt of the Final Quote, or additional time as may be mutually agreed by the Parties, Carrier must either (a) confirm or cancel its Request in writing (Final Acceptance), or (b) submit any disputed issues with the Final Quote for dispute resolution pursuant to Section 15. Carrier's written acceptance must include payment of one-hundred percent (100%) of the quoted costs.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

ORDERING AND PROVISIONING

48.1 Ordering and Provisioning

48.1.1 Brightspeed will provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable Carrier to exchange traffic. If Brightspeed deploys any enhanced electronic capability Brightspeed will notify Carrier of availability and Carrier shall use the processes for performing transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.

48.1.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until after the completion of all account establishment activities, including but not limited to, the documents and information subscribed in Section 41.1, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

48.1.3 The standard Service Order charges as listed in the Table 1 of this Agreement shall apply to all LSR orders.

48.2 LNP Service Order Process Requirements

48.2.1 Subject only to any system limitation noted in Brightspeed's Standard Practices, Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.

48.2.2 Brightspeed will follow methods prescribed by the FCC and any applicable State regulation for carrier change verification.

48.3 Due Date

48.3.1 Brightspeed shall supply Carrier with due date intervals to be used by Carrier personnel to determine service installation dates.

48.3.2 Brightspeed shall use reasonable efforts to complete orders by Carrier requested due date within agreed upon intervals.

48.4 Firm Order Confirmation (FOC)

48.4.1 Brightspeed shall provide to Carrier, a Firm Order Confirmation (FOC) for each Carrier order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

48.4.2 For a revised FOC, Brightspeed shall provide standard detail as defined by the OBF standards.

48.4.3 Brightspeed shall provide to Carrier the date that service is scheduled to be installed.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

48.5 Order Rejections

48.5.1 Brightspeed shall reject and return to Carrier any order that Brightspeed cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from Carrier ordering service at less than the standard order interval.

48.5.2 When an order is rejected, Brightspeed will, in its reject notification, describe the existing reasons for which the order was rejected.

48.6 Service Order Charges

48.6.1 The standard Service Order charges as listed in the Table 1 of this Agreement shall apply to all LSR orders. If an installation or other Carrier ordered work requires a change from the original Carrier Service Order in any manner, Carrier shall initiate a revised Service Order. If requested by Carrier, Brightspeed will provide Carrier an estimate of additional labor hours and/or materials.

48.6.2 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities and/or cancel orders in progress in accordance with the End User's direction or the direction of the End User's authorized agent.

48.7 Cancellations

48.7.1 Brightspeed may cancel orders for service that have had no activity within thirty-one (31) consecutive Days after the original service request date.

48.8 Nothing in this Section shall limit Brightspeed's right to cancel or terminate this Agreement under Section 6 or to suspend provision of services under Section 8 of this Agreement.

BILLING AND PAYMENTS/DISPUTED AMOUNTS

49.1 In consideration of the services provided by Brightspeed under this Agreement, Carrier shall pay the charges set forth in this Agreement, subject to change in law and to the dispute provisions provided herein. Brightspeed may limit or modify the form(s) of payment that will be accepted from time to time. Brightspeed will not accept card payments (e.g., credit/debit/ATM cards) or any form of payment that reduces the net amount received by Brightspeed.

49.2 Carrier must choose a primary media option for invoices. If no bill media option is selected, the primary will default to paper. The primary media option is provided at no charge. If a second media option is chosen, then an applicable charge will be assessed at the rate reflected in Brightspeed's appropriate FCC Tariff. If Carrier requests additional copies of the monthly invoice, Brightspeed may also bill Carrier for the additional copies. The procedures and limitations governing bill media, including the availability of secondary media and Bill Media Request Forms, are set forth in Brightspeed's Bill Media Guide.

49.3 Recurring Charges, other than Usage Charges, for CMRS Services provided hereunder are applied on a monthly basis. For billing and crediting purposes, a month is presumed to have thirty (30) Days, regardless of the actual Days in a given month.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

49.4 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

49.5 Billing Specifications

49.5.1 The Parties will bill each other in a timely manner.

49.5.1 The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies now iconectiv Billing Output Specifications (BOS).

49.5.2 Usage Measurement: Usage measurement for calls shall begin when answer supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

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

49.5.4 Each Party shall calculate terminating Interconnection MOUs based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where Technically Feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

49.6 Brightspeed's billing for Access Services will be in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD). Brightspeed will capture records for calls via Brightspeed's standard processes to bill Switched Access Service charges to IXCs.

49.7 If Carrier requests additional copies of the monthly invoice, Brightspeed may also bill Carrier for the additional copies.

49.8 Except for billing pursuant to a Section 15 Dispute Resolution process determination, neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services under this Agreement that were provided more than twenty-four (24) months prior to the applicable most recent Bill Date, unless a longer period is warranted as a result of fraud, concealment or other similar circumstances.

49.9 Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement shall be in immediately available U.S. funds, and shall be due by the Bill Due Date.

49.10 If the Bill Due Date is a Saturday, Sunday, or has been designated a federal or bank holiday, payment is due by the next Business Day.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

49.11 If any undisputed amount due is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess a late payment charge on the past due balance. The billed Party agrees to pay, a late payment charge equal to one and one-half percent (1.5%) per month, or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the next billing invoice.

49.12 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes (Disputed Amounts) and shall include in such notice specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the process for submitting billing dispute claims set forth on the Brightspeed Website. Disputed billing claims shall be submitted no later than the Bill Due Date.

49.12.1 If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges.

49.12.2 Payment of billed amounts that are subsequently disputed after the Bill due Date, or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of such Party's right to submit a dispute or seek an adjustment of such Party's account with respect to such paid amounts, and the paying Party shall not be required to designate any such payment as "conditional" or "under protest" in order to submit a dispute or seek a subsequent adjustment with respect to amounts which have previously been paid.

49.13 If a disputed charge is resolved in favor of the Billing Party, the billed Party shall pay the disputed charges and any applicable late payment charges in full no later than the next Bill Due Date following resolution of the dispute.

49.14 If the dispute is resolved in favor of the billed Party, the Billing Party will adjust the Billing after the resolution of the dispute and will credit the Billed Party for the granted disputed charges and any associated billed late payment charges.

49.15 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, either Party may give written notice to the other Party exercising the right to escalate the dispute pursuant to the dispute Resolution Section of this Agreement.

49.15.1 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, and the Billed Party does not provide written notice of escalation of the dispute within such timeframe, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount and all withheld amounts, including accumulated late payment charges, becomes immediately due.

49.16 Notwithstanding Sections 48.15 and 49.15.1, if the billing Party provides written notice to the billed Party that a billing dispute has been denied, stating the grounds for such determination, then the billed Party shall have thirty (30) Days in which to either pay the Disputed Amounts or to give written notice to the other Party exercising the right to escalate the dispute pursuant to Section 15.2.3 Such notice may be accompanied by any additional, relevant materials submitted by the billed

Party. If the billed Party fails to give written notice exercising the right to escalate the dispute within the thirty (30) Days of the notice date of the written denial of a dispute, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amounts and all withheld amounts, including accumulated late payment charges for the billed amounts, become immediately due.

49.16.1 Failure by the billed Party to give written notice exercising the right to escalate a dispute pursuant to the Dispute Resolution Section of this Agreement. following a notice of denial under Section 49.16 shall also preclude the Party from thereafter requesting an escalation of the same dispute under the Dispute Resolution Section of this Agreement.

49.16.2 Failure by the billed Party to make a timely response to a notice of denial under Section 49.16 shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with this Section 49.

49.17 The Parties agree to expedite the investigation of any Disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to escalating the billing dispute pursuant to the Dispute Resolution Section of this Agreement

49.18 A billing dispute which has been resolved by a written settlement agreement between the Parties may not be resubmitted under the dispute resolution process.

49.19 Effect of Non-Payment

49.19.1 If the billed Party does not pay all undisputed charges by the Bill Due Date, the billing Party may discontinue processing orders for services provided under this Agreement and may invoke the Default provisions of Section 6.6 on or after the tenth (10th) Day following the Bill Due Date provided the billing Party notifies the other Party in writing, via email or certified mail, at least five (5) Days prior to discontinuing the processing of orders. If the billing Party continues to accept additional orders for service(s) after the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 40.

49.19.2 Notwithstanding Section 49.19.1 above, if the billed Party does not pay all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement on or after the thirtieth (30th) day following the Bill Due Date after providing written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders pursuant to Section 49.19.1 so long

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as the appropriate dates for each consequence are listed therein. If the services are disconnected and the billed Party subsequently pays all such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 40.

49.19.3 Notwithstanding Sections 49.19.1 and 49.19.2 above, if the billing Party is forced to undertake collection efforts for undisputed, Defaulted or post-termination amounts outstanding or for Disputed Amounts that have been resolved in the billing Party's favor, the billed Party is liable for reimbursement to the billing Party for any and all costs associated with the collection of such a debt, including but not limited to collection agency fees and legal fees.

AUDITS

50.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Audit shall mean a comprehensive review of bills for services performed under this Agreement; Examination shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the Requesting Party) may perform one (1) Audit per twenty-four (24) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

50.2 Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to

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provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

50.3 Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section, a Special Data Extraction shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.

50.4 Adjustments based on the audit findings may be applied to the twenty-four (24) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties.

50.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

50.6 On thirty (30) Days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. These audits may encompass all traffic or any subset type of traffic at the initiator's option.

50.7 This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

BRIGHTSPEED OSS INFORMATION

51.1 Subject to the provisions of this Agreement and Applicable Law, Carrier shall have a limited, revocable, non-transferable, non-exclusive right to use Brightspeed OSS Information during the term of this Agreement, for Carrier's internal use for the provision of CMRS Services to Carrier End Users in the State.

51.2 All Brightspeed OSS Information shall at all times remain the property of Brightspeed. Except as expressly stated in this Article, Carrier shall acquire no rights in or to any Brightspeed OSS Information. Brightspeed reserves all rights not expressly granted herein.

51.2.1 Carrier shall treat Brightspeed OSS Information as Confidential Information of Brightspeed pursuant to Section 12.

51.2.2 Carrier shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except Carrier's employees, agents or contractors, in accordance with Section 51.2.3 below), to access, use or disclose Brightspeed OSS Information, except as provided in Section 51.2.3 below.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

51.2.3 Carrier's employees, agents and contractors may access, use and disclose Brightspeed OSS Information only to the extent necessary for Carrier's access to, and use and disclosure of, Brightspeed OSS Information permitted by this Article. Any access to, or use or disclosure of, Brightspeed OSS Information by Carrier's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 12 and Sections 51.2.1 and 51.2.2 above. Carrier shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of Brightspeed OSS Information.

51.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to Sections 6, 49 and 51.7.1 below), Carrier's access to, and use of, Brightspeed OSS Information through Brightspeed OSS Services shall terminate upon the expiration or termination of the Agreement.

51.3.1 Brightspeed shall have the right (but not the obligation) to audit Carrier to ascertain whether Carrier is complying with the requirements of Applicable Law and this Agreement with regard to Carrier's access to, and use and disclosure of, Brightspeed OSS Information.

51.3.2 Without in any way limiting any other rights Brightspeed may have under the Agreement or Applicable Law, Brightspeed shall have the right (but not the obligation) to monitor Carrier's access to and use of Brightspeed OSS Information, to ascertain whether Carrier is complying with the requirements of Applicable Law and this Agreement.

51.3.3 Information obtained by Brightspeed pursuant to this Section 51 shall be treated by Brightspeed as Confidential Information of Carrier pursuant to Section 12; provided that, Brightspeed shall have the right to use and disclose information pursuant to this Article to enforce Brightspeed's rights under the Agreement or Applicable Law.

51.3.4 All Brightspeed OSS Information received by Carrier shall be destroyed or returned by Carrier to Brightspeed, upon expiration, suspension or termination of the right to use such Brightspeed OSS Information.

51.3.5 All practices and procedures for access to and use of Brightspeed OSS including all access and user identification codes shall remain the property of Brightspeed.

51.4 The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. §222, and are not intended to constitute a waiver by Brightspeed of any right with regard to protection of the confidentiality of the information of Brightspeed or Brightspeed End Users provided by Applicable Law.

51.5 Carrier understands that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for Carrier to become the customer's service provider shall be a material breach of this Agreement.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

51.6 Brightspeed will provide Carrier with access to documentation and user manuals that set forth the methods and procedures to utilize Brightspeed's OSS service. Carrier agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of Brightspeed's OSS services in accordance with this Article and shall be deemed Confidential Information and subject to the terms, conditions and limitations set forth in this Article.

51.7 Liabilities And Remedies

51.7.1 If Carrier or an employee, agent or contractor of Carrier, at any time breaches a provision of this Section 51 and such breach continues after notice thereof from Brightspeed, then, except as otherwise required by Applicable Law, Brightspeed shall have the right, upon notice to Carrier, to suspend or terminate the right to use Brightspeed OSS services granted by Section 51.1 above and/or the provision of Brightspeed OSS services, in whole or in part.

51.7.2 Carrier agrees that Brightspeed would be irreparably injured by a breach of this Article by Carrier or the employees, agents or contractors of Carrier, and that Brightspeed shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 51.7.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

51.7.3 Any breach of any provision of this Article by any employee, agent, or contractor of Carrier shall be deemed a breach by Carrier.

51.8 Cooperation

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

51.8.2 Carrier shall reasonably cooperate with Brightspeed in submitting orders for Brightspeed CMRS Services and otherwise using the Brightspeed OSS Services, in order to avoid exceeding the capacity or capabilities of such Brightspeed OSS Services.

51.8.3 Upon Brightspeed's request, Carrier shall participate in reasonable cooperative testing of Brightspeed OSS Services and shall provide reasonable assistance to Brightspeed in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Brightspeed OSS Services.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

51.9 Future Enhancements To Brightspeed OSS Facilities

51.9.1 Subject to the requirements of Applicable Law, the specific OSS and OSS access method(s) offered will be determined by Brightspeed and may be changed by Brightspeed without the consent of Carrier.

51.9.2 If Brightspeed makes enhancements to the existing OSS, the Parties agree that to the extent practicable, Carrier will use the enhanced OSS and specified OSS access method(s). Brightspeed may at its option discontinue any OSS or OSS access method that an enhancement has been designed to replace.

NETWORK MANAGEMENT

52.1 Carrier and Brightspeed will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) for network management purposes. In addition, the Parties will apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

52.2 The Parties will employ characteristics and methods of operation that will not interfere with or impair the Parties' networks, or the network of any third parties or affiliated companies, connected with or involved directly in the network or facilities of Brightspeed.

52.3 Carrier shall not interfere with or impair service over any circuits, facilities or equipment of Brightspeed, its affiliated companies, or its connecting and concurring carriers.

52.4 If Carrier causes any impairment or interference, Brightspeed shall promptly notify Carrier of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the impairment or interference. If Carrier is unable to promptly remedy, then Brightspeed may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the impairment is remedied.

52.5 Any violation of Applicable Law or regulation regarding the invasion of privacy of any communications carried over Brightspeed's facilities, or that creates hazards to the employees of Brightspeed or to the public, is also considered an impairment of service.

52.6 Brightspeed shall give advanced notice to Carrier of all non-scheduled maintenance or other planned network activities to be performed by Brightspeed, including any hardware, equipment, software, or system, providing service functionality of which Carrier has advised Brightspeed may potentially impact Carrier End Users.

52.7 The Parties shall provide notice of network changes and upgrades in accordance with 47 C.F.R. §§51.325 through 51.335. Brightspeed may discontinue any Interconnection arrangement or Telecommunications Service, provided or required hereunder due to network changes or upgrades after providing Carrier notice as required by this Section. Brightspeed agrees to cooperate with Carrier and/or the appropriate regulatory body in any transition resulting from such

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discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

MAINTENANCE AND REPAIR

53.1 In the event of an outage or trouble in any service being provided by Brightspeed hereunder, Carrier will follow Brightspeed's standard procedures for isolating and clearing the outage or trouble. Before submitting a repair request to Brightspeed, Carrier will isolate trouble to the Brightspeed network and must submit test results indicating the location of the trouble when submitting the repair request.

53.2 During the term of this Agreement, Brightspeed shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Brightspeed shall provide Carrier with maintenance support at Parity.

53.3 Brightspeed shall provide Carrier maintenance dispatch personnel on the same schedule that it provides its own subscribers.

53.4 On all misdirected calls from Carrier End Users requesting repair, Brightspeed shall provide such Carrier End User with the correct Carrier repair telephone number as such number is provided to Brightspeed by Carrier. If Brightspeed initiates trouble handling procedures, it will bear all costs associated with that activity.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC

SERVICES COVERED

54.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, Carrier will interconnect its network with Brightspeed's network for the transmission, and routing of IntraMTA Traffic, Transit Traffic, InterMTA Traffic, and Jointly Provided Switched Access Service Traffic. Upon Carrier's request, Brightspeed will provide Interconnection at any technically feasible point within Brightspeed's network in conformity with this Article, BFR process and Applicable Law. The Interconnection services covered by this Agreement are for CMRS Interconnection for CMRS carriers only in association with CMRS services. CMRS Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such CMRS Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.

54.1.1 In the event Carrier routes any traffic to Brightspeed in violation of this Agreement, Brightspeed shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at access rates irrespective of whether a different rate might apply to such traffic if Carrier had negotiated appropriate arrangements for exchanging such traffic with Brightspeed.

54.1.2 Each Party is solely responsible for the services it provides to its End Users and to other providers.

54.2 No paging traffic will be exchanged under this Agreement.

NETWORK INTERCONNECTION METHODS

55.1 This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between Brightspeed and Carrier for the Interconnection Facilities established between the Parties' networks. Additionally, this Section describes the physical architecture for the Interconnection of the Parties' facilities and equipment required for the transmission and routing of Local Traffic, InterMTA Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic.

55.2 Physical Architecture

55.2.1 Brightspeed's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Local Calling Area. The physical architecture plan will be discussed during joint implementation planning. Carrier and Brightspeed agree to Interconnect their networks through existing and/or new Interconnection Facilities between Carrier switch(es) and Brightspeed's End Office Switch(es) and/or Tandem Switch(es). The physical architecture plan will be in accordance with Forecasting and Planning requirements in Article IV.

55.2.2 Each Party is solely responsible for the facilities that carry OS/DA, 911 or Mass Calling for their respective End Users. Separate trunks must be utilized for connecting Carrier's switch(es) to each of these services.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

55.2.3 Trunk requirements for forecasting and servicing shall be based on an overall blocking objective of one percent (1%) during the average time-consistent busy hour, as defined by standard trunk traffic engineering principles. For the final trunk groups between a Carrier End Office and a Brightspeed End Office, direct trunk groups are to be engineered with a blocking objective of one percent (1%). Trunks to access Tandems carrying Jointly Provided Switched Access Traffic and all other Tandem trunk groups are to be engineered with a blocking objective of one-half percent (0.5%).

55.3 Points of Interconnection (POIs)

55.3.1 Carrier must establish a minimum of one POI on Brightspeed's network within each LATA in accordance with the terms of this Agreement. Carrier shall establish additional POIs under the following circumstances:

a. Carrier must either (i) establish a POI at each Tandem Switch in the LATA where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 54.1 with Brightspeed or where it has established codes within that Tandem serving area or (ii) order DTT from their POI in the LATA to such Tandem Switches.

b. When a Brightspeed End Office Switch subtends a Brightspeed Tandem Switch, Carrier must either (i) establish a POI at a Brightspeed End Office when total traffic volumes exchanged between the Parties at that particular Brightspeed End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 55.3.2 or (ii) order DTT from their POI in the LATA to such End Office Switches.

c. When a Brightspeed End Office Switch subtends a non-Brightspeed Tandem, Carrier must establish a POI at each Brightspeed End Office Switch that subtends a non-Brightspeed Tandem based on the thresholds as set forth in Section 55.4.2 being met.

d. To the extent Brightspeed's network contains an exchange in the LATA that is not interconnected by Brightspeed-owned network to a different non-contiguous exchange in the LATA, and Carrier does not meet the requirements for Indirect Interconnection, Carrier must establish a POI at each separate non-interconnected exchange where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 54.1 with Brightspeed to the extent total traffic volumes exchanged between the Parties at that particular exchange (inclusive of any Remote Switches served by that exchange) exceeds, or is expected to exceed, the threshold for indirect interconnection under Section 55.6.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

55.3.2 POI Thresholds

a. When the total volume of traffic exchanged between the Parties at a Brightspeed End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, Carrier must establish a POI with Brightspeed's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. In situations where Brightspeed's network contains host and Remote End Offices, any traffic from Remote End Offices will be included in the MOU determination of the traffic from the host End Office.

b. Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the Tandem owner exceed five-hundred dollars ($500.00) for one month, Carrier must establish a POI with Brightspeed's End Office for the mutual exchange of traffic within thirty (30) Days.

55.3.3 The Parties may mutually agree to establish additional POIs even where none of the conditions set forth in Sections 55.3.1 and 55.3.2 of this Article has occurred.

55.3.4 Carrier will be responsible for engineering and maintaining its network on its side of a POI. Brightspeed will be responsible for engineering and maintaining its network on its side of a POI. The Parties may utilize any Network Interconnection Method described in this Section 55. Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to a POI.

55.3.5 If Carrier chooses to lease the facility from each POI to Carrier's network from Brightspeed and the facility is within Brightspeed's serving territory, Carrier will lease the facility from Brightspeed as defined in Section 55.4. When Carrier uses the Bona Fide Request (BFR) process to establish a POI, Carrier shall bear all reasonable costs associated with transport on both sides of the physical point where the two networks connect to reach Brightspeed's End Office/host office or Tandem Switch.

55.3.6 Carrier shall be required to establish a CLLI Code for the message/trunk ACTL, at the Brightspeed Tandem or End Office Switch where the POI is located.

55.4 Network Interconnection Methods for Direct Interconnection

55.4.1 Leased Facility

a. Where facilities exist, Carrier may lease facilities from Brightspeed to establish Interconnection through Brightspeed's provision of a DS1 or DS3 Local Interconnection Entrance Facility and/or Direct Trunked Transport. Local Interconnection Entrance Facilities may not extend beyond the area served by the Brightspeed Serving Wire Center. The rates for Local Interconnection Entrance Facilities and DTT are provided in Table 1. Local Interconnection Entrance Facilities and DTT may not be used in a manner inconsistent with the requirements of Section 54.1. Brightspeed's Special Access

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

Service is available as an alternative to Brightspeed provided Local Interconnection Entrance Facilities and DTT, subject to Section 57.2.5(b). Brightspeed's Switched Access Services are also available as an alternative to Brightspeed provided Local Interconnection Entrance Facilities and DTT, subject to Section 57.2.5(b). Carrier may also lease access facilities from a third party.

55.4.2 Mid Span Fiber Meet.

a. The Parties may interconnect using a Mid Span Fiber Meet subject to the trunking requirements and other terms and provisions of this Agreement, including the following:

i. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and Technically Feasible point between Brightspeed's Serving Wire Center End Office and Carrier's Premises, and will be within the area served by the Brightspeed Serving Wire Center.

ii. The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the Mid Span Fiber Meet and to provide for a point of demarcation between the networks of each Party and the ability to control the environment.

iii. The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.

iv. Brightspeed will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties.

v. Carrier shall establish a CLLI code for the facility ACTL at the Mid Span Fiber Meet in addition to any message/switch ACTL at the Brightspeed Serving Wire Center.

vi. The Mid Span Fiber Meet will be used exclusively as an Interconnection Facility and cannot be used for other purposes such as Access Services.

55.4.3 Third Party ILEC Meet Point using Leased Facilities. If Carrier's location is in a third party ILEC's territory and Carrier chooses to interconnect with Brightspeed using a third party ILEC Meet Point arrangement (i.e., leased access facilities jointly provisioned by Brightspeed and such third party ILEC), then any portion of such facilities provided by Brightspeed will be ordered from Brightspeed's access Tariff.

55.4.4 Intentionally Left Blank

55.4.5 The Parties may establish other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Brightspeed as a product. Such other methods may require this Agreement to be amended.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

55.5 Direct Interconnection to Brightspeed is possible with the following types of Interconnection:

55.5.1 Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Brightspeed Tandem Switch that uses SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices and Remote Switches subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach 911/E911. A Type 2A Interconnection can be used to exchange Jointly Provided Switched Access Service Traffic using separate trunk groups. This Interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling or 1000 block pooling is in effect, less than a full NXX may be provided over this Interconnection to the extent that the Parties possess the requisite network architecture to support the Interconnection

a. Subject to POI Section 55.3, Interconnection to a Brightspeed Tandem Switch will provide Carrier Interconnection for Local Traffic, Transit Traffic, InterMTA Traffic and Jointly Provided Switched Access Service Traffic to the Brightspeed End Offices, Remote Switches and NXXs which subtend that Tandem Switch.

b. In accordance with Transit Traffic Section 58, Interconnection to a Brightspeed Tandem for Transit Traffic purposes will provide access to other Telecommunications Carriers which are connected to that same Tandem Switch.

c. Carrier is responsible for provisioning its Interconnection Facilities to interface into Brightspeed's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If Carrier orders Local Interconnection Entrance Facility, Direct Trunked Transport, and/or multiplexing for this, the rates from Table 1 shall apply. If Carrier orders Brightspeed’s Access Services for this, the Carrier shall pay based on Brightspeed’s applicable access Tariff instead of Table 1.

55.5.2 Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Brightspeed End Office that uses SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid Brightspeed NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach other End Offices, 911/E911, or to carry 8YY or 900 traffic. This Interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling or 1000 block pooling is in effect, less than a full NXX may be provided over this Interconnection to the extent that the Parties possess the requisite network architecture to support the Interconnection.

a. Subject to the POI requirements of this Section 55, Interconnection to a Brightspeed End Office Switch will provide Carrier local Interconnection for Local Traffic and InterMTA Traffic purposes to the Brightspeed NXX codes served by that End Office Switch and any Brightspeed NXXs served by Remote Switches that subtend that host End Office Switch.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

b. Carrier is responsible for provisioning its Interconnection Facilities to interface into Brightspeed's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If Carrier orders Local Interconnection Entrance Facility, Direct Trunked Transport, and/or multiplexing for this, the rates from Table 1 shall apply. If Carrier orders Brightspeed's access services for this, the Carrier shall pay based on Brightspeed's applicable access tariff instead of Table 1.

55.5.3. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Brightspeed 911/E911 tandem office that provides access to the PSAP pursuant to Section 61.

55.6 Indirect Network Connection

55.6.1 For purposes of this Agreement, Indirect Traffic means traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's Tandem switch both provides the intermediary transit service and serves Brightspeed's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic. Therefore, Indirect Network Connection will be allowed only on routes between Brightspeed End Offices and a Carrier switch in instances where, and only so long as, none of the POI thresholds set forth in Section 55.3.2 have been reached.

55.6.2 Indirect Network Connection shall be accomplished by Brightspeed and Carrier each being responsible for delivering Local Traffic to and receiving such traffic at the ILEC Tandem serving the Brightspeed End Office. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to the Tandem.

55.6.3 If Carrier has not established a POI within thirty (30) Days after notification from Brightspeed that Carrier has exceeded the POI threshold in Section 55.3.2, Carrier will reimburse Brightspeed for any transit charges billed by an intermediary carrier after the thirty (30) Day period for traffic originated by Brightspeed. Carrier will also reimburse Brightspeed for any transport costs that would be Carrier's responsibility under the Direct Interconnection terms.

SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS

56.1 This Section sets forth certain signaling requirements and the terms and conditions for Interconnection provided by Brightspeed and Carrier and provides descriptions of the trunking requirements between Carrier and Brightspeed. This Section describes the required and optional trunk groups for Local and Mass Calling.

56.2 Signaling Parameters: Brightspeed and Carrier are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC's ICC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific

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technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

56.3 One Way and Two Way Trunk Groups

56.3.1 The Parties agree to establish jointly provision, and maintain bi-directional two-way trunk groups for Local Traffic, Transit Traffic, InterMTA Traffic and separate two-way trunk groups for Jointly Provided Switched Access Service Traffic. Trunks will utilize SS7 signaling protocol. Multi-frequency (MF) signaling protocol may only be used where Carrier can demonstrate that it is not Technically Feasible to use SS7 or where Brightspeed otherwise agrees to use MF.

56.3.2 For administrative consistency Carrier will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Carrier will also use ASRs to request or make necessary changes in trunking.

56.3.3 With respect to any two-way trunks directionalized as one-way in each direction and separate one-way trunks previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:

a. The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").

b. The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements.

56.3.4 Separate ancillary trunk groups may be established based on billing, signaling, and network requirements, and will be purchased from the applicable Tariff.

a. Ancillary trunk groups will utilize SS7 protocol. Multi-frequency (MF) signaling protocol may only be used where Carrier can demonstrate that it is not Technically Feasible to use SS7 or where Brightspeed otherwise agrees to use MF.

b. Separate trunk groups will be required by Brightspeed for certain traffic types including, but not limited to:

i. 911/E911 Trunks;

ii Mass Calling Trunks, if applicable; and

iii. Directory Assistance.

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56.4 Trunk Groups

56.4.1 For terminating Jointly Provided Switched Access Service Traffic, Brightspeed will pass all SS7 signaling information including, without limitation, any CPN and JIP received from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, Carrier Identification Codes (CIC) CCS platform and CIC/OZZ information (non-SS7 environment) will be provided by Carrier wherever such information is needed for call routing or billing. The Parties will follow all Network Operations Forum (NOF) adopted standards and all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

56.4.2 Carrier and Brightspeed shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types.

a. Any Local Traffic routed over Switched Access Service trunks will be billed to the IXC at the appropriate intrastate or interstate terminating access rate. Neither Party shall route Switched Access Service traffic over Local Interconnection Trunks except for InterMTA Traffic, consistent with Section 57.3.

b. Each Party shall only deliver traffic over the Local Interconnection Trunk Groups to the other Party's Tandem or End Office for those NXX Codes served by that Tandem or End Office as applicable in accordance with the LERG.

56.5 Trunk Servicing

56.5.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Carrier will have administrative control for the purpose of issuing ASR's on both two-way and one-way trunk groups. Parties will jointly manage the capacity of Local Interconnection Trunk Groups.

56.5.2 Should Carrier request trunking from Brightspeed in excess of the industry traffic engineering design blocking standard set forth in Section 55.2.3. Brightspeed is not obligated to provide such trunking unless Carrier agrees in writing to pay for the excess trunking on the Brightspeed side of the POI.

56.5.3 Utilization shall be defined as 'trunks required' as a percentage of trunks in service. Trunks required shall be determined using design utilization criteria stated in Section 56.5.4.

56.5.4 Underutilization: Underutilization of Interconnection trunks and facilities exists when provisioned capacity of trunks in service for more than six (6) months is greater than the current need. This over-provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage will be handled in the following manner:

a. If a final trunk group is under seventy-five percent (75%) of CCS capacity or a high usage trunk group is under ninety percent (90%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left

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with not less than twenty-five percent (25%) excess capacity. In all cases POI requirements and grade of service objectives shall be maintained.

b. Carrier will send an ASR to Brightspeed to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

c. Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) Business Days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.

56.6 Carrier will be responsible for engineering its network on its side of the Point of Interconnection (POI). Brightspeed will be responsible for engineering its network on its side of the POI.

56.7 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Section shall be in accordance with the Standard Practices as published on the Brightspeed Website. If either Carrier or Brightspeed is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

56.8 Trunk Data Exchange

56.8.1 Each Party agrees to service trunk groups to the blocking criteria in Section 55.2.3 in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) Day study period. The Parties agree that twenty-one (21) Days is the study period duration objective unless mutually agreed otherwise. The study period will not include a holiday.

56.9 Network Management

56.9.1 Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Carrier and Brightspeed will immediately notify each other of any protective control action planned or executed.

56.9.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Re-routes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

56.9.3 Temporary Mass Calling. Carrier and Brightspeed shall cooperate and share pre-planning information, where available, 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.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

56.10 Technical Interfaces

56.10.1 Carrier is responsible for provisioning its traffic to Brightspeed's switch port at the DS1 level, including any muxing necessary for such purposes.

56.10.2 Standard Interconnection facilities shall be extended superframe (ESF) with B8ZS line code where currently available.

56.10.3 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where Technically Feasible and available as defined in GR 905 Telcordia now iconectiv Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the Interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Where available, Brightspeed signaling services to link its Signaling Transfer Points (STPs) for Carrier switches which connect to Brightspeed's STPs via "A" links or for Carrier's STPs to connect to Brightspeed's STPs via "D" links which are dedicated to the transport of signaling for local Interconnection, may be ordered from the Brightspeed Tariff.

56.11 Responsibilities of the Parties

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

56.11.2 Carrier and Brightspeed will review engineering requirements as necessary and establish semi-annual forecasts for facilities utilization provided under this Article.

56.11.3 Carrier and Brightspeed will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

56.11.4 Carrier and Brightspeed will notify each other when there is any change affecting the service requested, including the due date.

56.11.5 Carrier and Brightspeed will recognize that a facility handoff point must be agreed to as part of the process of the Implementation Plan that establishes the demarcation for maintenance and provisioning responsibilities for each Party.

56.11.6 Carrier and Brightspeed will review engineering requirements consistent with the Implementation Plan as described in and as otherwise set forth in this Agreement.

56.11.7 Carrier and Brightspeed will share responsibility for all control office functions for Local Interconnection Trunks and trunk groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

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

56.11.9 Carrier and Brightspeed will perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.

56.11.10 Carrier and Brightspeed will advise each other if there is an equipment failure which may affect the Interconnection trunks.

56.11.11 Carrier and Brightspeed will provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party.

56.11.12 Carrier and Brightspeed will provide to each other test-line numbers and access to test lines.

56.11.13 Carrier and Brightspeed will cooperatively plan and implement coordinated repair procedures for the Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

56.12 Neither Party shall use any Interconnection, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting Telecommunications Carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

56.13 Where Carrier's switch is equipped, Carrier will provide JIP (Jurisdiction Information Parameter) with all terminating traffic (Mobile to Land).

INTERCARRIER COMPENSATION

57.1 General Terms

57.1.1 For compensation purposes, the jurisdiction of a call is determined by the physical location of the origination and termination of such call.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

57.2 Compensation for Transport and Termination of Local Traffic

57.2.1 Bill and Keep applies for transport and termination of Local Traffic terminated by either Party over Carrier's Local Interconnection Trunks.

57.2.2 To the extent Brightspeed identifies, either through its own recording capabilities or through call detail records provided by another carrier, traffic that is originated by Carrier and terminated indirectly to Brightspeed through a Third Party ILEC Tandem, Brightspeed shall bill Carrier Common Transport for Indirect Traffic.

57.2.3 Recording for Local Traffic

a. Each Party will calculate terminating MOU based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. Measurement of MOU over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. Notwithstanding the above, either Party may use its SS7 data to verify and adjust billing as appropriate.

57.2.4 Recording for Indirect Interconnection

a. For any traffic exchanged between the Parties via Third Party ILEC Tandems, each Party will either record the traffic it terminates in accordance with this Section, or will utilize records provided by the Tandem provider to invoice for traffic terminating on its network.

57.2.5 Billing Elements for Interconnection Facility, DTT and Multiplexing

a. Local Interconnection Entrance Facility

1. Recurring and nonrecurring rates for Local Interconnection Entrance Facilities, DTT and associated Multiplexing are specified in Table 1.

2. When DTT is provided to a Tandem Switch, the applicable DTT recurring and nonrecurring rates apply between the Serving Wire Center and the Tandem Switch.

3. Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

4 Shared Costs.

(i) If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties. Brightspeed will bill Carrier for the entire DTT and Local Interconnection Entrance Facility provided by Brightspeed at the rates in Table 1. Carrier will bill Brightspeed for Brightspeed's portion of the same DTT and Local Interconnection Entrance Facility at the same recurring rates in Table 1 charged by Brightspeed based on the portion defined in (ii) below.

(ii) Brightspeed's portion of the DTT and Local Interconnection Entrance Facility will be based on the factor determined by Brightspeed using the following to assign the minutes for which Brightspeed is responsible:

- All Local Traffic MOU that Brightspeed originates and sends to Carrier.
- All Brightspeed originated IntraLATA LEC Toll MOU that Brightspeed sends to Carrier.
- All other minutes are Carrier's responsibility for purposes of allocating the shared costs.

b. Interconnection Using Access Services

1. If Carrier chooses to provision Interconnection over a facility ordered as Special Access Service from the Brightspeed state or FCC access Tariffs, the rates from those Tariffs will apply to such facility. Carrier may order a Local Interconnection Entrance Facility or a Local Interconnection Entrance Facility combined with DTT to be provisioned over an existing facility (e.g. DS3) that was originally ordered and provisioned as Special Access Service so long as the Special Access Service facility covers the same entire route (i.e., beginning and end points), in which event the entire facility, including any portion of the facility (e.g. a DS1) which is subsequently ordered and provisioned as a Local Interconnection Entrance Facility or as a Local Interconnection Entrance Facility combined with DTT will be charged at the Special Access Service tariff rates.

2. If Carrier chooses to provision Interconnection over a facility ordered as Switched Access Service from the Brightspeed state and FCC access Tariffs, the rates from those Tariffs will apply to such facility. Carrier cannot order a Local Interconnection Entrance Facility, DTT or Multiplexing to be provisioned over a facility which is also used for Switched Access Service.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

3. Carrier may order a Switched Access Service facility to be provisioned over an existing facility that was originally ordered and provisioned as Special Access Service, in which event the portion of the facility which is subsequently ordered and provisioned as switched Access Service will be charged at Switched Access Tariff rates and the remainder of the facility will be charged at Special Access Service Tariff rates.

57.2.6 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the Tariffed rates apply instead of the MUX rates from Table 1.

57.2.7 Trunk Nonrecurring charges

a. Installation and Disconnect nonrecurring charges may be assessed by the provider for each Local Interconnection Trunk ordered at the rates in Table 1.

b. Nonrecurring charges for rearrangement may be assessed by the provider for each Local Interconnection Trunk rearrangement ordered at one-half (1/2) the rates specified in Table 1.

c. If the Interconnection Facility is ordered as Switched Access Service, then the applicable Tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

57.2.8 For purposes of compensation between the Parties, Carrier shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, Carrier shall assign whole NPA-NXX codes to each Rate Center, subject to State regulatory requirements. If Carrier only obtains thousands blocks instead of whole NPA-NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA-NXX code.

57.3 Compensation of InterMTA Traffic

57.3.1 The Parties will use InterMTA traffic factors and a percent interstate usage factor ("PIU") to estimate the amount of traffic that is InterMTA.

a. The InterMTA Mobile-Land (M-L) factor accounts for Carrier-originated traffic that crosses the MTA boundary and traverses the Local Interconnection Trunks. Based upon the unique MTA geography of the areas served by the Parties, for the first three months of this Agreement and thereafter unless changed as provided in this Section, the InterMTA M-L factor, as shown in Table 1, shall be applied to minutes of use terminating from Carrier to Brightspeed. Brightspeed will bill Carrier for the resulting InterMTA M-L minutes at the terminating interstate switched access rates.

b. The InterMTA Land-Mobile (L-M) factor accounts for Carrier-terminated traffic that crosses the MTA boundary and traverses the Local Interconnection Trunks. Based upon the unique MTA geography of the areas served by the Parties, for the first three months of this Agreement and thereafter unless changed as provided in this Section, the InterMTA L-M factor, as shown in

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

Table 1, shall be applied to minutes of use originating from Brightspeed to Carrier. The PIU factor, also shown in Table 1, shall be applied to InterMTA L-M traffic to split into intrastate and interstate traffic. Brightspeed will bill Carrier for the resulting InterMTA L-M minutes at the originating intrastate or interstate switched access rates.

57.3.2 No reciprocal compensation will be paid by Brightspeed to Carrier for InterMTA traffic. Brightspeed may bill Carrier switched access tariffed rates for this traffic in accordance with 66.3.1.

a. Following an initial three month period, either Party may conduct a state-specific traffic study to derive more accurate InterMTA factors and/or PIU, the results of which will be used going forward upon amendment of this Agreement by the Parties; provided, however, that the InterMTA factors and PIU shall not be revised more often than once every six months. Carrier will work with Brightspeed to ensure the necessary traffic data required for sampling purposes is available for such study.

b. Unless otherwise required by Applicable Law, in the absence of a written agreement between the Parties stating otherwise, any traffic which is not included within the definition of Local Traffic or otherwise specifically addressed in this Agreement will be billed to Carrier at Access Service rates. The right to assess such Access Service charges shall not be deemed to constitute authorization for Carrier to route any traffic in a manner which is not permitted under this Agreement.

TRANSIT TRAFFIC

58.1 Transit Service terms in this Agreement are for the delivery of Transit Traffic. Any Jointly Provided Switched Access Service Traffic that transits the Brightspeed network will not be considered Transit Traffic and any network functions provided by Brightspeed in connection with such Jointly Provided Switched Access Service Traffic will be provided to the IXC at Switched Access Service rates.

58.2 When Brightspeed receives an unqueried call from Carrier to a telephone number that has been ported to another service provider, rates applicable to Transit Service will apply in addition to any query rates.

58.3 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where the Parties have a Type 2A Interconnection (i.e. Carrier is interconnected at Brightspeed's tandem) Brightspeed will provide Transit Services for Carrier's connection of its End User to a local End User of: (1) Carriers, (2) other ILECs (including any Brightspeed ILEC Affiliates who may be a Party to this Agreement, other than the Brightspeed ILEC Affiliate providing the Transit Service), and (3) other CMRS carriers. Brightspeed will only provide a Transit Service where Carrier is interconnected at the same Brightspeed Tandem switch to which the terminating carrier is interconnected. Carrier agrees not to route Transit Traffic to a non-Brightspeed Tandem (i.e., double Tandem Transit Traffic) where the NPA-NXX of the number called is rated within Brightspeed's Tandem serving area, and Carrier shall reimburse Brightspeed for any terminating compensation charged to Brightspeed

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

by a terminating carrier as a result of any such double Tandem Transit Traffic routed by Carrier.

58.4 In the event Transit Traffic originated by Carrier is blocked by a third party, Brightspeed shall have no obligation to resolve the dispute. Carrier acknowledges that Brightspeed does not have any responsibility to pay, and Carrier indemnifies Brightspeed against any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to Brightspeed by Carrier.

58.5 Payment Terms and Conditions

58.5.1 Carrier shall pay a Transit Service Charge as set forth in Table 1 for any Transit Traffic routed to Brightspeed by Carrier for any traffic terminating to any entity other than a Brightspeed affiliate operating as an Incumbent Local Exchange Carrier.

58.5.2 Carrier shall be responsible for payment of Transit Service charges on Transit Traffic routed to Brightspeed by Carrier and for any charges assessed by the terminating carrier. Carrier agrees to enter into traffic exchange agreements with third-parties prior to routing any Transit Traffic to Brightspeed for delivery to such third parties, and Carrier will indemnify, defend and hold harmless Brightspeed against any and all charges levied by such third-party terminating carrier with respect to Transit Traffic, including but not limited to, termination charges related to such traffic and attorneys' fees and expenses.

58.5.3 When Transit Traffic is originated by a third party through a Brightspeed Tandem to Carrier, and the third party is not legally obligated to compensate Brightspeed for the Transit Service provided in transporting the traffic to the Carrier as a result of paragraph 999 of the FCC Order, the Carrier shall:

a. Establish Direct Interconnection with such third party; or

b. Pay the Third Party Transit rate, as set forth in Table 1.

58.6 Exchange of Data

58.6.1 To the extent Technically Feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, received.

58.7 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between Carrier and a third party exceeds the equivalent of three (3) DS1s of traffic, Brightspeed may, but shall not be obligated to, require Carrier to establish a direct connection with the party to whom they are sending traffic. Brightspeed also reserves the right to require Carrier to establish a direct connection to the third party if, in Brightspeed's sole discretion, the Tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing Tandem and network configuration. Within sixty (60) Days after Brightspeed notifies Carrier of the requirement to direct connect, Carrier shall establish a direct Interconnection with such third party.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

58.8 In the event a third party files a complaint or other legal action against Brightspeed, or threatens to do so, as a result of a controversy involving Transit Traffic originated by Carrier which is routed to such third party, then upon written notice Brightspeed may require Carrier to (i) directly interconnect with such third party, or (ii) to otherwise cease using Transit Service of Brightspeed for delivery of Carrier-originated traffic to such third party, or (iii) to take such other action which may be mutually acceptable to Brightspeed, and Carrier, in order to protect and remove Brightspeed from such controversy, and Brightspeed may seek legal or equitable relief for purposes of enforcing this paragraph.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

ADDITIONAL SERVICES

NUMBER PORTABILITY

59.1 Definitions. For purposes of this Section governing Number Portability, the following definitions shall apply:

59.1.1 Donor Party: The Party that is receiving the number port request and is relinquishing the ported number.

59.1.2 Local Routing Number (LRN): A ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

59.1.3 Number Portability (NP): The in-place long-term method of providing Number Portability (NP) using the LRN method.

59.1.4 Recipient Party: The Party that is initiating the number port request and is receiving the ported number.

59.1.5 Simple Ports: Those ports meeting the FCC's definition of "Simple" ports

59.1.6 Ten-Digit Unconditional Trigger Method (TDT): An industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting in less downtime to the End User.

59.2 Number Portability (NP). Each Party will provide Local Number Portability and obtain End User authorization in accordance with the Act, and applicable FCC rules, regulations and orders as amended from time to time. Carrier shall provide NP to Brightspeed under no less favorable terms and conditions as when Brightspeed provides such services to Carrier. The Act requires allowing End Users to change local service providers and retain the same telephone number(s) within the serving Rate Center utilizing the portability method as defined by the FCC. The Parties recognize that the Act and the applicable FCC rules, regulations and orders limit porting to carriers having facilities or numbering resources in the same Rate Center, or to service providers who have partnered with a wireline carrier for numbering resources where the partnering carrier has facilities or numbering resources in the same Rate Center, and do not mandate location portability and the Parties will not submit orders for such non-mandated types of portability.

59.3 Testing

59.3.1 If Carrier has not initiated porting with Brightspeed in a specific exchange, prior to port order submission, Carrier will conduct testing with Brightspeed as required by the NANC LNP Guidelines incorporated by reference in 47 C.F.R. §52.26.

59.3.2 Carrier must be NPAC certified and have met Brightspeed testing parameters prior to activating LNP. Each Party will bear its own expenses for testing.

59.3.3 The Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

59.3.4 The Parties shall cooperate in testing performed to ensure interconnectivity between systems. The Parties shall notify each other at least sixty (60) days in advance of any system updates that may affect the porting operations of Carrier or Brightspeed. Each Party shall, at each other's request, jointly perform tests to validate the updated operations.

59.4 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" documented on the Brightspeed Wholesale Website and comply with applicable FCC rules, regulations and orders.

59.4.1 End User Non-Payment. Brightspeed will port numbers for customers whose service has been suspended for non-payment. However, Brightspeed will not port numbers once the customer's service has been disconnected.

59.4.2 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by Brightspeed or Carrier.

59.4.3 Inactive Numbers. Brightspeed will not port numbers not currently being used by a Brightspeed End User or previously reserved on an existing Brightspeed End User's account.

59.4.4 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to Carrier through the LERG

59.4.5 Porting Interval. Both Parties agree to porting intervals as mandated by the FCC or as provided in the LNPA WG Best Practices. The following terms shall also apply:

a. Local Number Portability (LNP) orders for Simple Ports may not be expedited.

b. Mass Calling Events. The Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port Mass Calling numbers using switch translations and a choke network for call routing. Porting on Mass Calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for Mass Calling numbers.

59.4.6 FOC. Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party at intervals as mandated by the FCC or as provided in the LNPA WG Best Practices.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

59.4.7 Project Management. For purposes of this Agreement, the Parties will use a project management approach for the implementation of LSRs for non-standard requests such as coordinated cutovers including but not limited to Coordinated Hot Cuts and after hours cutover requests. The Parties may mutually agree on using a project management approach for very large volumes of number ports such as a large business, hospital or government agency cutover.

a. Carrier bears sole responsibility for any End User issues associated with porting cutovers when Brightspeed recommends a project approach and Carrier declines to use such a process.

59.4.8 Service Order Charge. The Party receiving the LSR will bill the Service Order charge set forth in Table 1 for each LSR received. The Party will bill the Service Order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. The receiving Party will also bill an additional Service Order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

59.4.9 When Brightspeed receives an un-queried call from Carrier to a telephone number that has been ported to another local services provider, the Transit rate in Table 1 and the LNP query charge found in Table 1 will apply.

59.4.10 IXC Revenue. When an IXC terminates an InterLATA or IntraLATA toll call to either Party's local exchange customer whose telephone number has been ported from one party to the other, the Parties agree that the Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access Tandem fees and appropriate local transport charges.

59.4.11 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

59.4.12 Each Party shall become responsible for the End User's other ancillary services (e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB)) when the port of the End User's telephone number to its switch is completed.

59.5 Cut-Over Process for Number Porting Orders

59.5.1 Ten-Digit Unconditional Trigger Method (TDT) Cut-Over

a. Where Technically Feasible, both Parties will use PNP-LRN cut-overs, which rely upon the TDT for porting numbers. Brightspeed will update its Website to identify the circumstances of which it is aware where use of TDT is not Technically Feasible.

b. Setting of ten digit triggers or an alternative must be used as shown in the FCC mandated NANC LNP Process Flows.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

60.1 Via Tariff or Separate Agreement. To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of CMRS Services as defined by 47 U.S.C. §153, Brightspeed and Carrier shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's Tariffs and/or in a separate written agreement and in accordance with Applicable Law and regulations. Accordingly, if Brightspeed or Carrier desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

60.2 Pole Attachment & Conduit Occupancy Agreements. Carrier agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to Brightspeed's facilities or uses Brightspeed's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

BASIC 911 AND E911 SERVICE

61.1 E911 Universal Emergency Number Service is provided by Brightspeed to Carrier serving End Users in a geographic area where Brightspeed is the 911 Service Provider.

61.2 Brightspeed's Responsibilities: When Brightspeed is designated by the PSAP as the primary 911 Service Provider in a geographic area in which Carrier furnishes local Telephone Exchange Service. Brightspeed shall have the obligations in this Section.

61.2.1 Call Routing

a Brightspeed will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

b. Brightspeed will forward the calling party number (ANI) it receives from Carrier and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by Carrier, Brightspeed will route the call to the "Default" ESN assigned to Carrier's 911 trunk group and will forward an identification code for display at the designated "Default" PSAP associated with the "Default" ESN. If the ANI is forwarded by Carrier but no ALI record is found in the 911 DBMS, Brightspeed will report this "No Record Found" condition to Carrier in accordance with NENA standards.

61.2.2 Facilities and Trunking

a. Brightspeed will provide transport facilities to interconnect Carrier to Brightspeed's SR, at rates found in Table 1 or, if ordered as switched or Special access or Special Access Service, then at rates found in the appropriate access tariff. Additionally, when diverse facilities are requested by Carrier, Brightspeed will provide such diversity where Technically Feasible and facilities are available at rates found in

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Table 1 or, if ordered as Switched Access Service or Special Access Service, then at rates found in the appropriate access tariff.

b Upon written request by Carrier, Brightspeed shall, in a timely fashion and at no charge, provide Carrier with a description of the geographic area (or rate centers) and PSAPs served by the 911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

61.2.3 Database

a. Where Brightspeed manages the ALI database, Brightspeed shall store Carrier's End User 911 records.

b. Where Brightspeed is the ALI database provider, Brightspeed shall coordinate access to the Brightspeed DBMS for the initial loading and updating of Carrier's End User 911 records. For such purposes, Brightspeed will provide Carrier with access to WebDBMS, which is a customer interface to the DBMS which restricts Carrier access to Carrier End User records only, and is used for viewing and coordinating electronic file processing of such End User records. Brightspeed shall provide Carrier with a password to the WebDBMS, and Carrier shall be responsible for maintaining confidentiality and use of such password.

c. Brightspeed ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall only be allowed in the event the DBMS is not functioning, or if Brightspeed has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table 1.

d. Brightspeed will provide an error and status report for Carrier's End User records received from Carrier. This report will be provided in a timely fashion in accordance with the methods and procedures to be provided to Carrier.

e. Where Brightspeed manages the ALI database, Brightspeed shall provide Carrier with one electronic file containing the Master Street Address Guide (MSAG) annually for each county in the State for which this Agreement is applicable, in which Brightspeed is the 911 Service Provider, and in which Carrier exchanges Local Traffic with Brightspeed. Additional copies of the MSAG file are available at the rate set forth in Table 1.

f. Where Brightspeed manages the ALI database, Brightspeed shall establish a process for the management of NPA splits by populating the ALI database with the appropriate NPA codes.

61.3 Carrier's Responsibilities. Where Brightspeed is the 911 Service Provider, Carrier shall have the obligations in this Section.

61.3.1 Call Routing

a. Carrier will transport 911 calls to the applicable Brightspeed Selective Router.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

b. Where supported by Brightspeed and where Technically Feasible, Carrier may implement 911 Service using a Dynamic 911 solution.

c. Carrier will forward the ANI information of the party calling 911 to the applicable Brightspeed Selective Router.

61.3.2 Facilities and Trunking

a. Carrier or its agent shall order and maintain a minimum of one 911 dedicated DS1 facility for each SR with a minimum of two one-way outgoing DS0 trunks dedicated for originating 911 calls to reach each applicable PSAP served by such SR. Carrier or its agent will provision these transport facilities in accordance with applicable NENA standards; Carrier or its agent shall order such transport facilities from Brightspeed at the rates found in Table 1. Brightspeed's access services are available as an alternative, and when Carrier or its agent chooses to order switched or special access facilities, the appropriate Brightspeed access tariff rates apply instead of the rates found in Table 1. Carrier or its agent shall engineer its 911 Trunks to attain a minimum of P.01 grade of service as measured using the "busy day/busy hour criteria or, at such higher grade of service as required by Applicable Law or duly authorized governmental authority.

b. Carrier acknowledges that End Users in a single Local Calling Area may be served by different SRs, and that Carrier or its agent shall be responsible for providing sufficient transport facilities and trunking to route 911 calls from its End Users to each of the proper 911 SRs.

c. Carrier or its agent is responsible for providing a separate 911 trunk group for each county or other geographic area that Carrier serves if the PSAP for such county or geographic area has a specified varying default routing condition. If Carrier or its agent uses MF signaling, it must transmit 911 traffic over a separate 911 trunk group for each NPA (area code) served by affected PSAPs.

d. Where diverse routing to Brightspeed SRs is desired by Carrier or required by the applicable PSAP or as otherwise necessary for the proper routing of 911 calls to the appropriate PSAP, then Carrier is responsible for ordering such transport facilities at Carrier's expense. These diverse transport facilities to interconnect the Carrier or its agent to Brightspeed's SR will be ordered at rates found in Table 1 or, if ordered as Switched Access Service or Special Access Service, then at the rates found in the appropriate access tariff.

e. Carrier is responsible for determining and maintaining the proper quantity of 911 dedicated one-way outgoing trunks and facilities from its switch(es) to the Brightspeed SR.

f. Carrier or its agent shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, Carrier shall order additional dedicated 911 facilities from Brightspeed at the rates set forth in Table 1 or require its agent to order such facilities.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

g. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

61.3.3 Selective Router Port Charges/Terminations for Connecting Companies

a. The Carrier is required to order two trunks and associated ports for the establishment of the connection to the Selective Router that provides connectivity for incoming 911 trunks to enable Carrier access to the Emergency Services network. The SR Trunk Port is billed recurring and nonrecurring rates per port at the rates found in Table 1.

61.3.4 Database

a. Once 911 Trunks have been established and tested between Carrier and appropriate SRs, Carrier or its agent shall be responsible for providing Carrier's End User records to Brightspeed for inclusion in Brightspeed's ALI database.

b. Carrier shall assign a 911 database coordinator charged with the responsibility of forwarding Carrier End User ALI record information to Brightspeed.

c. Carrier shall provide initial and ongoing updates of Carrier's 911 records that are MSAG-valid in electronic format based upon established NENA standards. Carrier shall provide information on new subscribers to Brightspeed within one (1) Business Day of the order completion. Brightspeed shall update the database within two (2) Business Days of receiving the data from Carrier. If Brightspeed detects an error in the Carrier provided data, the data shall be returned to the Company ID owner within two (2) Business Days from when it was provided to Brightspeed. Carrier shall respond to requests from Brightspeed to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly or if Brightspeed has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table 1.

d. Carrier assumes all responsibility for the accuracy of the data that Carrier or their agent provides to Brightspeed.

e. Carrier shall adopt use of a Company ID on all Carrier 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

f. Carrier shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

61.3.5 Other

a. Carrier shall obtain its own pANIs for each PSAP to which Brightspeed provides or shall provide coverage, and shall supply these pANIs to Brightspeed for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, Carrier shall promptly obtain the appropriate number of additional pANIs to be allocated to each PSAP as may be appropriate under the circumstances.

b. Carrier is responsible for collecting from its retail End Users any applicable 911 surcharges required by law to be assessed and remit such surcharges to the appropriate entity or entities specified by Applicable Law.

c. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier to negotiate the manner in which 911/E911 traffic from Carrier will be processed with the appropriate state or local PSAP agency and/or the primary 911 service provider that has been designated by the PSAP.

61.4 Responsibilities of Both Parties

61.4.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from Carrier to the designated Brightspeed 911 Selective Router(s).

61.4.2 Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

61.4.3 Brightspeed and Carrier will cooperate to promptly test all trunks and facilities between Carrier's switch and the Brightspeed SR(s) in accordance with industry standards.

61.4.4 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network (including any facilities not from Brightspeed). Brightspeed will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network. Carrier is responsible for advising Brightspeed of the 2-6 code (TSC) and the fact that the trunk group is a 911 trunk group when notifying Brightspeed of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Brightspeed will refer network trouble to Carrier if no defect is found in Brightspeed's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

61.5 Intentionally Left Blank

61.6 Methods and Practices

61.6.1 Each Party will comply with all of the following to the extent that they apply to 911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

61.7 Ordering

61.7.1 Carrier will identify geographic territory. Carrier will provide service in its trunk forecast submitted to Brightspeed. Carrier will be informed of the applicable SR(s) and configuration required by Brightspeed as part of the pre-ordering process.

61.7.2 Carrier is responsible for contacting appropriate PSAP(s) or state entity(ies) that have jurisdiction in the geographic area(s) in which Carrier is implementing service, and to provide required information to such PSAP(s) or government entities as required by such PSAP(s) or government entities prior to initiating the pre-ordering process for 911 Service provided by Brightspeed.

61.8 Basis of Compensation

61.8.1 Compensation to Brightspeed for provision of 911 Service will be in accordance with the charges set forth in Table 1.

61.8.2 Charges will begin on the date of connection to 911 Service.

61.8.3 In satisfaction of Carrier orders or requests related to 911 Service, Brightspeed may be required to make expenditures or otherwise incur costs that are not otherwise listed in this Section. In such event Brightspeed is entitled to reimbursement from Carrier for all such costs provided that Brightspeed first notifies Carrier of the costs and obtains Carrier's concurrence to proceed with fulfilling the order or request. For all such costs and expenses Brightspeed shall receive through individual case basis (ICBs) non-recurring charges (NRCs) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to Brightspeed's common costs.

61.9 Liability

61.9.1 911 Service is provided by Brightspeed subject to limitation of liability under Applicable Law and the following subsections.

61.9.2 Brightspeed's entire liability to Carrier or any person for interruption or failure of any aspect of 911 Service shall be limited by the terms set forth in this Section, and in any sections of other Articles which apply to the provision of services by Brightspeed. 911 Service is offered solely to assist Carrier in providing 911 Service to its End Users in conjunction with applicable fire, police, and other public safety agencies. By providing 911 Service to Carrier, Brightspeed does not create any relationship or obligation, direct or indirect, to any third party other than Carrier. Brightspeed shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by acts or omissions of any person other than Brightspeed, or arising from the use of Carrier provided facilities or equipment.

61.9.3 Brightspeed shall not be liable for damages, whether in contract, tort, or otherwise, caused by an act or omission of Brightspeed in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to PSAPs or other agencies responding to calls using such information to provide a 911 Service.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

61.9.4 It is the obligation of Carrier to properly route all 911 calls from Carrier's End Users. Brightspeed shall not have any responsibility for 911 calls that carry foreign dial tone, whether they originate within or outside of Carrier's service area.

DIRECTORY ASSISTANCE

62.1 If for any reason, Carrier desires that Brightspeed act as a middleman conduit for the placement of Carrier's DA listings in the DA database(s), then Brightspeed shall provide such compensable DA listings service pursuant to separate written terms and conditions between Brightspeed and Carrier which will be attached to this Agreement as an Amendment.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

PRICING

GENERAL PRICING TERMS

63.1 All prices under this Agreement are set forth in the attachments designated Table 1 of this Agreement which are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table 1, Brightspeed will develop a rate consistent with the relevant Section.

APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

64.1 Interconnection. Every Interconnection and service provided by Brightspeed, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Agreement, which are legitimately related to such Interconnection or service, including rates set forth in this Article, as in applicable Tariffs, or as specified by the Interconnection terms.

APPLICATION OF NON-RECURRING CHARGES

65.1 Pre-ordering:

65.1.1 "Account Establishment" is a one-time charge applied the first time that Carrier orders any service from a Brightspeed Affiliate that is a Party to this Agreement.

65.1.2 "Customer Record Search" applies when Carrier requests a summary of the services currently subscribed to by the End User Customer.

65.2 A Service Order Charge for all Number Portability LSRs will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes; CSRs will be charged at the CSR rate. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. Brightspeed will bill the Service Order charge for an LSR, regardless of whether the LSR is later supplemented, clarified, or cancelled.

INDIVIDUAL CASE BASIS PRICING (ICB)

66.1 Individual Case Basis (ICB) pricing will be provided by Brightspeed upon request from Carrier for customer specific rates or terms for network services and features that are not otherwise provided for in this Agreement.

66.2 Brightspeed will process ICB Pricing requests upon receipt from Carrier. Price quote intervals may vary depending upon the complexity of the request but within thirty (30) Business Days from the receipt of the request. Brightspeed shall provide a price quote or a notification of the expected date for the quote.

66.3 The BFR process in Section 47 must be followed in connection with BFR requests submitted by Carrier. Irrespective of whether Carrier has submitted a BRF request, if Brightspeed provides services or facilities to Carrier that involves expenditures or costs not otherwise covered under this Agreement, Brightspeed may deem the use of such services or facilities by Carrier to constitute a BFR request and may provide a quote to Carrier for the rate or amount to be charged to Carrier for the provision of such services or facilities, which shall reflect the costs and expenditures of Brightspeed, including any labor costs, overhead and fixed charges, and which may include a reasonable contribution to Brightspeed's

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

common costs. Brightspeed shall not have any obligation to provide or continue providing any such services or facilities to Carrier until Carrier has confirmed its agreement, in writing, to compensate Brightspeed for such services and facilities at quoted rate or amounts.

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

MISCELLANEOUS

AUTHORIZATION AND AUTHORITY

67.1 Each Party represents and warrants that the person whose signature appears on this Agreement on its behalf has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents it has had the opportunity to consult with legal counsel of its choosing, and each Party has not relied on the other Party's counsel or on representations by the other Party's personnel not specifically contained in this Agreement in entering into this Agreement.

67.2 Brightspeed represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

67.3 Carrier represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

COUNTERPARTS

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

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

SIGNATURE PAGE

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives

Onvoy Spectrum, LLC		**Coastal Utilities, Inc. d/b/a CenturyLink**	
By:	DocuSigned by: Kyle Bertrand 294601EF22E24FA...	By:	DocuSigned by: Curtis Heffelfinger 249CA13AE6CC497...
Name:	Kyle Bertrand	Name:	Curtis Heffelfinger
Title:	VP PROC MGMT and NTW OPT	Title:	Vice President
Date:	11/15/2022	Date:	11/15/2022

DocuSign Envelope ID: 711D7218-0621-4F62-885C-C01498A99059

Table 1 - Rates

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	CMRS Elements		
		Account Establishment Charge	**MRC**	**NRC**
		Account Establishment		**$0.00**
		Customer Service Record Search	**MRC**	**NRC**
		CSR - Manual		**$13.73**
		CSR - Automated		**$0.00**
		Service Order / Installation / Repair	**MRC**	**NRC**
		Service Order Requests - Simple		**$9.62**
		Service Order Requests - Complex		**$43.16**
		Service Order Requests for DSR - Directory Listing Only		**$5.84**
		INTERCARRIER COMPENSATION		
		Interconnection Facilities - T801	**MRC**	**NRC**
		Local Interconnection Entrance Facility		
		DS1	**$254.78**	**$340.27**
		DS3	**ICB**	**ICB**
		Interconnection Facilities - Direct Trunk Transport	**MRC**	**NRC**
		DS1		**$96.52**
		Fixed	**$27.70**	
		Per Mile	**$3.00**	
		DS3		**$96.52**
		Fixed	**$279.52**	
		Per Mile	**$72.93**	
		Interconnection Facilities - Multiplexing	**MRC**	**NRC**
		DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	**$114.72**	**$96.52**
		DS3-DS1 (per DS3)	**$184.78**	**$96.52**
		Interconnection Facilities Disconnect Charge	**MRC**	**NRC**
		Local Interconnection Entrance Facility, Direct Trunk Transport and/or Multiplexing (applied on a per order basis)		
		DS1- EF, DTT and/or Multiplexing Disconnect		**$22.24**
		DS3- EF, DTT and/or Multiplexing Disconnect		**$22.24**
		Reciprocal Compensation	**MRC**	**NRC**
		Local traffic Termination - Per Minute of Use	**Bill and Keep**	
		Transit Compensation	**MRC**	**NRC**
		Transit Service Charge - per Minute of Use (excludes traffic terminating to a CenturyLink affiliate operating as an Incumbent Local Exchange Carrier)	**$0.005000**	
		Third Party Originated Transit - Per Minute of Use	**$0.005000**	
		Indirect Network Connection	**MRC**	**NRC**
		Common Transport - Per Minute of Use	**$0.000098**	
		InterMTA Traffic	**MRC**	**NRC**
		M - L InterMTA Traffic Factor	**5%**	
		L - M InterMTA Traffic Factor	**10%**	
		Percent Interstate Usage L - M Factor ("PIU")	**30%**	
		Bona Fide Request (BFR)	**MRC**	**NRC**
		Processing Fee		**$1,585.07**

Table 1 - Rates

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	CMRS Elements		
		*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services) will be billed at the standard rates for those services.		