John LaPenta
Counsel, State Regulatory
1120 South Tryon Street
Charlotte, NC 28203
Telephone: 980.376.1859

October 19, 2023

VIA ELECTRONIC FILING

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

Re: Interconnection Agreement by and between Brightspeed of Georgia, LLC and Brightspeed Broadband, LLC

Dear Ms. Tanner:

Enclosed for filing is the Interconnection Agreement ("Agreement") between Brightspeed of Georgia, LLC ("Brightspeed") and Brightspeed Broadband, LLC.

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

Sincerely,

John J. LaPenta

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Interconnection Agreement

By and Between

Brightspeed of Georgia, LLC

and

Brightspeed Broadband, LLC

For the State of Georgia

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS 6

1. GENERAL RULES 6
2. DEFINITIONS 6

ARTICLE II. GENERAL TERMS AND CONDITIONS 18

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

ARTICLE III. IMPLEMENTATION 35

40. IMPLEMENTATION PLAN 35
41. SECURITY DEPOSIT 35
42. START-UP DOCUMENTATION 36
43. LETTER OF AUTHORIZATION (LOA) 36

ARTICLE IV. OPERATIONAL TERMS 38

44. STANDARD PRACTICES 38
45. ESCALATION PROCEDURES 38

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

46. CONTACT WITH END USERS 38
47. CAPACITY PLANNING AND FORECASTS 38
48. BONA FIDE REQUEST (BFR) 39
49. ORDERING AND PROVISIONING 41
50. UNIVERSAL SERVICE FUND 45
51. BILLING AND PAYMENTS/DISPUTED AMOUNTS 45
52. AUDITS 48
53. BRIGHTSPEED OSS INFORMATION 49
54. PROVISION OF USAGE DATA 51
55. BRIGHTSPEED ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS 54
56. NETWORK MANAGEMENT 54
57. MAINTENANCE AND REPAIR 55

ARTICLE V. INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC 56

58. SERVICES COVERED 56
59. NETWORK INTERCONNECTION METHODS 56
60. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS 60
61. INTERCARRIER COMPENSATION 64
62. TRANSIT TRAFFIC 68

ARTICLE VI. UNBUNDLED NETWORK ELEMENTS 70

63. INTRODUCTION 70
64. USE OF UNES 70
65. NETWORK INTERFACE DEVICE 73
66. LOOP 74
67. LOOP MAKE-UP INFORMATION 79
68. LOCAL CIRCUIT SWITCHING 79
69. DEDICATED TRANSPORT 80
70. DARK FIBER TRANSPORT 80
71. UNE COMBINATIONS 82
72. INTENTIONALLY LEFT BLANK 86
73. ROUTINE NETWORK MODIFICATIONS TO BRIGHTSPEED'S EXISTING NETWORK 86

ARTICLE VII. INTENTIONALLY LEFT BLANK 121

74. INTENTIONALLY LEFT BLANK 121
75. INTENTIONALLY LEFT BLANK 121
76. INTENTIONALLY LEFT BLANK 121
77. INTENTIONALLY LEFT BLANK 121
78. INTENTIONALLY LEFT BLANK 121
79. INTENTIONALLY LEFT BLANK 121
80. INTENTIONALLY LEFT BLANK 121
81. INTENTIONALLY LEFT BLANK 121
82. INTENTIONALLY LEFT BLANK 121

ARTICLE VIII. ADDITIONAL SERVICES 88

83. NUMBER PORTABLITY 88
84. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY 90
85. BASIC 911 AND E911 SERVICE 90
86. DIRECTORY ASSISTANCE 95
87. DIRECTORY LISTINGS SERVICE 95

ARTICLE IX. COLLOCATION 98

88. SCOPE OF COLLOCATION TERMS 98
89. TERMINATION OF COLLOCATION SPACE 98

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

90. COLLOCATION OPTIONS 99
91. DEMARCATION POINT 101
92. APPLICATION PROCESS 101
93. SPACE RESERVATION 104
94. PROVISIONING INTERVALS 104
95. CONSTRUCTION AND COMMENCEMENT OF BILLING 104
96. EQUIPMENT 105
97. AUGMENTS AND ADDITIONS 106
98. USE OF COMMON AREAS 106
99. CO-CARRIER CROSS CONNECTION 107
100. RATES 107
101. BRIGHTSPEED SERVICES AND OBLIGATIONS 108
102. CLEC'S OBLIGATIONS 112
103. BUILDING RIGHTS 116
104. INDEMNIFICATION 117
105. PARTIAL DESTRUCTION 118
106. EMINENT DOMAIN 118
107. BANKRUPTCY 118
108. ASBESTOS 118
109. MISCELLANEOUS 119

ARTICLE X. PRICING 120

110. GENERAL PRICING TERMS 120
111. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 120
112. APPLICATION OF NON RECURRING CHARGES 120
113. INTENTIONALLY LEFT BLANK 120
114. TO BE DETERMINED (TBD) PRICES 120
115. INDIVIDUAL CASE BASIS PRICING (ICB) 121

ARTICLE XI. MISCELLANEOUS 122

116. AUTHORIZATION AND AUTHORITY 122
117. COUNTERPARTS 122

SIGNATURE PAGE 123

TABLE 1- RATES

TABLE 2 - COLLOCATION

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

This Interconnection Agreement (“Agreement”) is entered into by and between Brightspeed of Georgia, LLC (fka Coastal Utilities, Inc. d/b/a CenturyLink) ("Brightspeed") and Brightspeed Broadband, LLC (“CLEC”), in its capacity as a certified provider of local wireline Telecommunications Service. Brightspeed and CLEC are herein referred to collectively as the “Parties” and each individually as a “Party.” This Agreement covers services in the State of Georgia (State) and only in areas which both Parties are certificated.

WHEREAS, the Parties wish to Interconnect their local exchange networks for the purposes of transmission and termination of Local Traffic (as hereinafter defined), so that customers of each Party can receive calls that originate on the other Party’s network and place calls that terminate on the other Party’s network; and

WHEREAS, the Parties desire to exchange such traffic 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 Unbundled Network Elements, Additional Services and for Collocation arrangements for the provision of Telecommunications 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 CLEC hereby covenant and agree as follows:

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE I. DEFINITIONS

1. GENERAL RULES

1.1 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.

1.2 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.

1.3 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.

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

1.5 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.

1.6 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.

2. 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, 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.

Advanced Services: Means intrastate or interstate wireline Telecommunications Services (including, but not limited to, ADSL, IDSL, xDSL, Frame Relay and Cell Relay) that rely on packetized, Packet Switched or other technology that enable users to originate and receive high-quality voice, data, graphics and/or video Telecommunications using any technology.

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

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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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 Technologies now iconectiv 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 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 Public Safety Answering Point (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 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 CLEC must use (1) to submit a request to obtain Interconnection or access to a Network Element to which Brightspeed is required to provide access on an unbundled basis under Applicable Law, but which Interconnection or Network Element is new, undefined or not otherwise available under the terms of this Agreement; (2) when facilities and equipment are not Currently Available; (3) when CLEC requests that Brightspeed provide Interconnection or a Network Element on an unbundled basis 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.

CCXC is an acronym for "Co-carrier cross-connects" which are connections between CLEC and another collocated Telecommunications Carrier other than Brightspeed within the same Brightspeed Premises. A CCXC may also be used for purposes of providing other types of intraoffice cabling connections under circumstances which are delineated by specific reference to a CCXC within this Agreement.

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 Building or Building: Structure (not including a controlled environment vault (CEV)) housing Brightspeed network equipment that is under the control of Brightspeed and for which Brightspeed has the right to grant access and/or occupation by third parties.

Central Office Switch: A switch used to provide Telecommunications 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 Remote Switches, 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).

Certificate of Operating Authority: A certification by the State Commission that CLEC has been authorized to operate within the State as a provider of local Telephone Exchange Services within Brightspeed's local service area; in many states, this certification is known as a Certificate of Public Convenience and Necessity.

CIC: An acronym for Carrier Identification Code.

CLASS: An acronym for Custom Local Area Signaling Services. CLASS is based on the availability of Common Channel Signaling (CCS). CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia now iconectiv.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

CLEC: The Party to this Agreement identified as such and which is a Competitive Local Exchange Carrier as defined in 47 U.S.C. §153, authorized to provide Telephone Exchange Services or Exchange Access Services in competition with an ILEC.

CLEC 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, requesting unbundled access to Brightspeed's Network Elements, or the ability to initiate any order submission to Brightspeed. Among other things, a Telecommunication Carrier is required to provide Brightspeed, on the CLEC Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Access Carrier Name Abbreviation (ACNA).

CLLI Codes: Common Language Location Identifier Codes.

Collocation: An arrangement whereby a requesting Telecommunications Carrier may locate equipment necessary for the purposes of interconnecting with Brightspeed's network or for accessing Brightspeed's Unbundled Network Elements pursuant to the Interconnection obligations under the Act as codified in 47 C.F.R. §51.

Commingle: The act of Commingling.

Commingling: The connecting, attaching, or otherwise linking of an unbundled Network Element, or a combination of unbundled Network Elements, to one or more facilities or services that CLEC has obtained at wholesale from Brightspeed or the combining of an unbundled Network Element, or a combination of unbundled Network Elements with one or more such facilities or services.

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/Common Tandem 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.

Copper Loop: A stand-alone Local Loop comprised entirely of copper wire or copper cable. Copper Loops include digital Copper Loops (e.g., DS0s and Integrated Services Digital Network lines), as well as two-wire and four-wire Copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the Copper Loops are in service or held as spares. A Copper Loop includes attached electronics using Time Division Multiplexing (TDM) technology, but does not include packet, cell or frame switching capabilities.

Currently Available: Existing as part of Brightspeed's network at the time of a requested order or service. Currently Available does not include any service, Network Element, facility, feature, function or capability that Brightspeed either does not provide to itself or to its own End Users, does not have the capability to provide, or is not required to provide on an unbundled basis under Applicable Law.

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.

Dark Fiber: Fiber within an existing fiber optic cable that has not been activated through optronics to render it capable of carrying a Telecommunications Service.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Dark Fiber Transport: Brightspeed's unactivated optical interoffice transmission facilities, that are within Brightspeed's network and connect Brightspeed switches or Wire Centers within the same LATA and State. Dark Fiber Transport does not include transmission facilities between the Brightspeed network and CLEC's network or the location of CLEC's equipment.

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.

Dedicated Transport: UNE transmission path between one of Brightspeed's Wire Centers or switches and another of Brightspeed's Wire Centers or switches within the same LATA and State that are dedicated to a particular customer or carrier.

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.

Demarcation Point: The Demarcation Point shall have the meaning set forth in 47 C.F.R. §68.105.

Digital Subscriber Line Access Multiplexer (DSLAM): Equipment that links End User xDSL connections to a single packet switch, typically ATM or IP.

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

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.

EAS (Extended Area Service): For purposes of this Agreement, EAS will be interpreted generically as commonly used within the Telecommunications industry to mean any expanded or extended Local Calling Area that is set forth in a Party's Tariff, regardless of service name, that meets Commission specifications for the provision of local calling to a wider area beyond the exchange with reduced (or without) long distance or toll charges. It can be a flat rate, message or measured and can also be zoned. An EAS calling plan that is required or mandated by the FCC or the Commission is referred to as a "mandatory" EAS irrespective of whether or not mandatory EAS area is only available to End Users who affirmatively elect or opt to take advantage of such wider Local Calling Area and irrespective of whether such End Users must pay an additional charge in order to have the benefit of such mandatory EAS area. Optional EAS is an EAS calling plan that is not required or mandated by the FCC or a Commission but is voluntarily offered by a Party.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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.

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 a service provided by (i) a Party to this Agreement; or (ii) a wholesale customer of a Party, where the service provided by such Party's wholesale customer is derived from a Telecommunications Service provided to such Party by the other Party. Unless otherwise specified, a reference to a Party's End Users shall be deemed to refer to either (i) or (ii) above. As used herein, End User does not include any Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) 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.

Enhanced Extended Link (EEL): The combination of Unbundled Network Elements in the Brightspeed Network consisting of a UNE Local Loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities and the NID.

Enhanced Service Provider (ESP): A provider of enhanced services as those services are defined in 47 C.F.R. §64.702. An Internet Service Provider (ISP) is an Enhanced Service Provider.

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

Exchange Message Interface (EMI): The standard used for the exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).

FCC: The Federal Communications Commission.

Federal Universal Service Charge (FUSC): An End User charge that allows a Telecommunications Carrier to recover certain costs of its universal service contributions from its customers.

Federal Universal Service Fund (FUSF): A fund administered by the Universal Service Administrative Company (USAC) into which Telecommunications Carriers pay their FUSF contributions.

Fiber-to-the-curb Loop (FTTC Loop): A Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than five-hundred (500) feet from the customer's Premises or, in the case of predominantly residential multiple dwelling units (MDUs), not more than five-hundred (500) feet from the MDU's minimum point of entry (MPOE). The fiber optic cable in a fiber-to-the curb Local Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five-hundred (500) feet from the respective customer's Premises.

Fiber-to-the-home Loop (FTTH Loop): A Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User's Premises or, in the case of predominantly residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit Premises' MPOE.

Grandfathered Service: A service which is no longer available for new End Users and is limited to the current End Users at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Hybrid Loop: A Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

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.

Information Service Provider: A provider of Information Service. Information Service Provider includes, but is not limited to, Internet Service Providers (ISPs).

Information Service Traffic: Traffic delivered to or from an Information Service Provider for the provision of Information Service. ISP-Bound Traffic is a subset of Information Service Traffic.

Inside Wire or Inside Wiring: Wiring within the customer Premises that extends to the Demarcation Point of Brightspeed's outside plant. Inside Wire is owned or controlled by the End User (unless otherwise specified herein or under Applicable Law).

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.

Interconnection: refers to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic as contemplated in the 252(c)(2) of the Act, 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 Telephone Exchange Service and Exchange Access, 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.

Interexchange Service: Telecommunications Service between stations in different exchange areas.

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

Internet Service Provider (ISP): An Enhanced Service Provider that provides Internet services and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

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.

IntraLATA LEC Toll Traffic: means IntraLATA Toll traffic originated by the End Users of a Party acting in its capacity as a Local Exchange Carrier and not in its capacity as, or on behalf of, an IXC.

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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ISP-Bound Traffic: For purposes of this Agreement, traffic that is transmitted to an Internet Service Provider (ISP) who is physically located in an exchange within the same LCA of the originating End User, consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001). ISP-Bound Traffic does not include any VNXX Traffic.

Jointly Provided Switched Access Service Traffic: Traffic where both Brightspeed's network and CLEC'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 CLEC'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.

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

Local Exchange Routing Guide (LERG): The Telcordia Technologies now iconectiv 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 CLEC's Switch location or other CLEC Premises to the Brightspeed Serving Wire Center for that CLEC Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the Brightspeed Serving Wire Center.

Local Loop: A transmission facility between a Main Distribution Frame or its equivalent, in a Brightspeed Central Office or Wire Center, including Remote offices, and up to the Demarcation Point at a customer's Premises, to which CLEC is granted exclusive use as an Unbundled Network Element. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer Premises. Local Loops include Copper Loops, Hybrid Loops, DS1 loops, DS3 loops, and FTTC Loops.

Local Service Request (LSR): The Ordering and Billing Forum document designated by Brightspeed to be used by the Parties to establish, add, change or disconnect local Telecommunications Services and Unbundled Network Elements for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.

Local Traffic: Traffic, including VoIP-PSTN Traffic, that is originated by an End User of one Party who is physically located in a Brightspeed Local Calling Area on that Party's network and terminated to an End User of the other Party who is physically located in the same Local Calling Area on that Party's network. Pursuant to the FCC's clarifying orders, Local Traffic includes Information Service Traffic only to the extent that the End User and the Information Service Provider are physically located in the same Brightspeed Local Calling Area. Local Traffic for purposes of intercarrier compensation does not include: (a) any traffic that does not originate and terminate within the same Brightspeed Local Calling Area (b) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (c) flat-rated toll plans voluntarily offered by a Party, sometimes referred to as "optional" EAS; (d) Special Access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (e) Transit Traffic; (f) VNXX traffic; or, (g) Toll VoIP-PSTN.

Local VoIP-PSTN Traffic is VoIP-PSTN traffic that physically originates and terminates within the Brightspeed Local Calling Area and is considered Local Traffic as such term is used in this Agreement.

Loop Qualification: An OSS function that includes supplying Local Loop Qualification information to CLEC as part of the Pre-ordering Process. Examples of the type of information provided are:

Composition of the loop material, i.e. fiber optics, copper;

Existence, location and type of any electronic or other equipment on the Local Loop, including but not limited to:

a. Digital Loop Carrier (DLC) or other Remote concentration devices;

b. Feeder/distribution interfaces;

c. Bridge taps;

d. Load coils;

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

e. Pair gain devices; or

f. Distributers in the same or adjacent binders.

Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;

Wire gauge or gauges; and

Electrical parameters.

Main Distribution Frame (MDF): A distribution frame or equivalent at the Central Office where ports inside such Central Office connect to an outside transmission facility.

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.

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.

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

Mid-Span 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 CLEC 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.

Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD): A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The currently effective version of the MECOD document, published by ATIS (0404120-00XX), establishes methods for processing orders for Access Service that is to be provided by two or more LECs.

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.

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

Network Interface Device (NID): A stand-alone Network Element defined as any means of interconnecting Inside Wiring to Brightspeed's distribution plant, such as a cross-connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the Local Loop to End User Inside Wiring, regardless of the specific mechanical design.

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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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 Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

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.

Packet Switching or Packet Switched: The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line (DSL) access multiplexers, including but not limited to the ability to terminate an End User's Copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a Packet Switch or Packet Switches.

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

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

Percentage Local Use (PLU): A percentage calculated by dividing the number of minutes of Local Traffic originated or terminated by the total number of minutes respectively originated or terminated via Local Interconnection Trunks, except that directory assistance, BLV/BLVI, and Jointly Provided Switched Access calls are not included in the calculation of PLU.

Physical Collocation: An offering by Brightspeed that enables a requesting Telecommunications Carrier to enter upon a Brightspeed Premises, subject to reasonable terms and conditions, and place its own equipment within or upon the Brightspeed Premises to be used for Interconnection or access to Unbundled Network Elements and to use such equipment to interconnect with Brightspeed's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or to gain access to Brightspeed's UNEs for the provision of a Telecommunications Service, as provided in this Agreement, with space for such purposes allotted on a first-come, first-served basis.

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 CLEC 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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 Telecommunications Services. The Rate Center area is the exclusive geographic area identified as the area within which Brightspeed or CLEC will provide Basic Exchange Telecommunications 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.

Reciprocal Compensation: As defined under 47 C.F.R. §51 Subpart H.

Remote Switch: A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not allow trunk connections nor have the full features, functions and capabilities of an End Office Switch. Such trunk connection features, functions, and capabilities are provided to a Remote Switch via an intraswitch umbilical from a host End Office.

Routine Network Modifications: An activity that Brightspeed regularly undertakes for its own customers, as more particularly described in Section 73 of this Agreement.

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 CLEC to Brightspeed ordering or changing an Unbundled Network Element, or other services and facilities (including any 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.

Splitter: A device that divides the data and voice signals concurrently moving across the Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

State: The State specified in Preface and Recitals section of this Agreement.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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 Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Any traffic that does not meet the definition of Local Traffic or ISP-Bound Traffic or Toll VoIP-PSTN Traffic will be considered Switched Access Service. 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.

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 Telecommunications 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 or commercial offering.

TDM or TDM Technology or Time Division Multiplexing: A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1and DS3 circuits.

Technically Feasible: Interconnection, access to Unbundled Network Elements, Collocation and other methods of achieving Interconnection or access to Unbundled Network Elements 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, access or methods.

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.

Tier 1 Wire Center: Those Brightspeed Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Brightspeed Tandem Switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

Tier 2 Wire Center: Those Brightspeed Wire Centers that are not Tier 1 Wire Centers but contain at least three (3) Fiber-based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

Tier 3 Wire Center: Those Brightspeed Wire Centers that are not Tier 1 or Tier 2 Wire Centers.

Time and Material Charges: Charges for non-standard or individual-case-basis work requested by CLEC. “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.

Toll VoIP-PSTN Traffic VoIP-PSTN Traffic that physically originates and terminates in different Brightspeed Local Calling Areas.

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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Transit Traffic: Means traffic that is routed by CLEC 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 CLEC's network. For purposes of this Agreement, Transit Traffic does not include Jointly Provided Switched Access Traffic.

Unbundled Network Element (UNE): A Network Element separate from the facility or functionality of other Network Elements available for a separate fee in accordance with 47 U.S.C. §251(c)(3). Specific references to Unbundled Network Elements or UNEs contained throughout this Agreement are to the Unbundled Network Elements described in Article VI: UNEs of this Agreement.

Virtual Collocation: Virtual Collocation is as defined in 47 C.F.R. §51.5.

Virtual NXX Traffic (VNXX Traffic): refers to calls originated from or terminated to an NPA-NXX-XXXX that was assigned using a VNXX Service.

VNXX Service**:** VNXX Service means the assignment by a Party of a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center (as set forth in the LERG) that is not within the same Local Calling Area as the geographic location of the End User's premises.

VoIP-PSTN Traffic is traffic which is exchanged between a Brightspeed End User and the CLEC End User in Time Division Multiplexing (TDM) format that originates from and/or terminates to a Party's End User customer in Internet Protocol (IP) format, as determined in the order issued by the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime,* effective December 29, 2011 (FCC's ICC Order).

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.

xDSL: A generic term for HDSL, ADSL or SDSL, which are high speed transmission protocols, equipment, and services designed to operate over copper wire.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE II. GENERAL TERMS AND CONDITIONS

3. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

3.1 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 Appendices of this Agreement.

4. 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. CLEC 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 CLEC, such terms are intended to apply only to the extent required by Applicable Law.

5. 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 CLEC 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.

6. 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 CLEC 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.

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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

agreement between CLEC 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 CLEC 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 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 51. Following Brightspeed's notice to CLEC of its Default, Brightspeed 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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 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.

7. CLEC CERTIFICATION

7.1 Notwithstanding any other provision of this Agreement, Brightspeed shall have no obligation to perform under this Agreement until such time as CLEC has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a competitive local exchange carrier. CLEC 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, CLEC will provide a copy of its current Certificate of Operating Authority or other evidence of its status to Brightspeed upon request. CLEC's failure to maintain such authorization(s) as may be required by Applicable Law for conducting business in the State as a CLEC shall be considered a Default of Agreement.

8. APPLICABLE LAW

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

8.1.1 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

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

8.2 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.

8.3 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 exclusive jurisdiction of the State or of the federal courts of Charlotte, North Carolina. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

8.4 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.

9. CHANGES IN LAW

9.1 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.

9.2 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 CLEC 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 CLEC 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 CLEC, CLEC will be prohibited from ordering, and Brightspeed will not provide, new Discontinued Arrangements. If CLEC 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 CLEC unless a definitive effective date is specified by Applicable Law.

9.3 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 CLEC 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.

9.4 Should the Parties be unable to reach agreement with respect to the applicability of any

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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 CLEC 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.

10. AMENDMENTS

10.1 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.

11. ASSIGNMENT

11.1 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.

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

11.3 If a Party uses products or services obtained from the other Party under this Agreement to serve End Users, then such Party may not make any sale or transfer of such End User accounts, or any facilities used to serve such End Users, unless the purchaser or transferee has executed a written agreement to assume liability for any outstanding unpaid balances owed to the other Party under this Agreement for such services and products. Notwithstanding any assumption of liability by the purchaser or transferee, the Party selling or transferring such End User accounts, or facilities, shall remain jointly liable for the unpaid balances until the same are satisfied, in full, unless the selling or transferring Party obtains a written release of liability from the other Party, which release shall be at the reasonable discretion of the other Party.

11.4 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.

12. CONFIDENTIAL INFORMATION

12.1 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).

12.2 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.

12.3 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, 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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.

12.9 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.

13. CONSENT

13.1 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.

14. 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. Included in this information will be the contact information for a person or persons to whom CLEC can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

15. GENERAL DISPUTE RESOLUTION

15.1 The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 51 shall also apply to the resolution of any billing disputes.

15.2 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 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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.

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.

16. ENTIRE AGREEMENT

16.1 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.

16.2 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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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.

16.3 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.

17. 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, 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.

18. 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, CLEC'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.

19. 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.

20. INTELLECTUAL PROPERTY

20.1 CLEC acknowledges that its right under this Agreement to interconnect with Brightspeed's network and to unbundle and/or combine Brightspeed's Unbundled Network Elements (including combining with CLEC's Network Elements) 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

20.2 CLEC 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 CLEC, 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, UNEs, services and facilities to CLEC (Additional Rights and Licenses). CLEC 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 shall have the right to obtain reasonable assurances of such prompt reimbursement by CLEC 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 CLEC 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 CLEC any Unbundled Network Element, product, service or facility to which such Additional Rights and Licenses relate until payment is made. In the event any Unbundled Network Element to which the Additional Rights and Licenses relate is provided to any carrier(s) other than Brightspeed, Brightspeed's Affiliates and CLEC, Brightspeed shall reasonably apportion among CLEC 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 22.1, 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.

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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

21. 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 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 CLEC in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. CLEC shall be responsible for and shall be billed for any charges associated with providing such services for CLEC'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.

22. 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 breach of this Agreement;

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

(iii) the Indemnifying Party's negligent or willful misconduct or omissions;

(iv) 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;

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

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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

(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;

(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, DESCRIPTION OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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. Violation of security procedures;

d. Any breach by CLEC of any provision relating to CLEC'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 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, UNEs 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.

22.5.2 CLEC Contracts. CLEC shall include language in its future contracts for services provided to third parties and its End Users using products, services, facilities or UNEs obtained from Brightspeed, provide that in no case shall CLEC's suppliers or contractors (including Brightspeed) be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification of the possibility of such damages, and CLEC shall indemnify, defend and hold harmless Brightspeed and Brightspeed's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, CLEC's End Users, suppliers, agents, employees, or any other third parties.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

22.5.3 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.

22.5.4 No Liability for Errors. Brightspeed is 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).

22.5.5 Brightspeed shall be liable for damage to or destruction of CLEC's equipment located within a Brightspeed Premises only if such damage or destruction is caused by Brightspeed's sole negligence or willful misconduct.

23. 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.

24. 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

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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

25. 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.

26. 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 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, (c) 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.

27. 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

CLEC at the address shown below:

Brightspeed Broadband, LLC
Harry O'Brien
Director Carrier Relations
1120 S. Tryon Street, Ste 700
Charlotte, NC 28203
Phone: 704-314-2255
Email: Harry.Obrian@brightspeed.com

With copy to CLEC at the address shown below:
Brightspeed Broadband, LLC
Lynda Mackay
Sr. Mgr. Carrier Relations
1120 S. Tryon Street, Ste 700
Charlotte, NC 28203
Phone: 704-314-2481
Email: Lynda.A.Mackay@brightspeed.com

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

28. 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.

29. 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, 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.

30. 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.

31. 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.

32. 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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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, CLEC is responsible for furnishing tax exempt status information to Brightspeed at the time of the execution of the Agreement. CLEC is also responsible for furnishing any updates or changes in its tax-exempt status to Brightspeed during the Term of this Agreement. In addition, CLEC is responsible for submitting and/or filing tax exempt status information to the appropriate State, regulatory, municipality, local governing, regulatory and/or legislative body. It is expressly understood and agreed that CLEC's representations to Brightspeed concerning the status of CLEC'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.

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.

33. 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.

34. 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.

35. 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.

36. FEDERAL JURISDICTIONAL AREAS

36.1 To the extent that Brightspeed has contracts with federal entities in areas or structures used for military purposes (Federal Enclaves) such Federal Enclaves are not subject to the jurisdiction of the Commission, and the Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

37. WAIVER

37.1 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.

38. WITHDRAWAL OF SERVICES

38.1 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 CLEC.

39. TECHNOLOGY UPGRADES

39.1 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. CLEC shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE III. 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.

40. IMPLEMENTATION PLAN

40.1 This Agreement together with the 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.

40.2 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.

41. SECURITY DEPOSIT

41.1 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.

41.2 In the event of a material change in CLEC's financial condition subsequent to the Effective Date of this Agreement, Brightspeed may request a security deposit. A "material change in financial condition" means CLEC is a new CLEC with no established credit history, or is a CLEC 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 CLEC 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.

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

41.4 Brightspeed may exercise its right to credit any cash deposit to CLEC'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:

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

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

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

41.4.4 when this Agreement expires or terminates.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

41.5 If any security deposit held by Brightspeed is applied as a credit toward payment of CLEC's balances due to Brightspeed, then Brightspeed may require CLEC 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 CLEC will be considered in breach of the Agreement.

41.6 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 CLEC'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 CLEC. Upon a material change in financial standing, CLEC may request and Brightspeed will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

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

42. START-UP DOCUMENTATION

42.1 CLEC is required to submit to Brightspeed the CLEC Profile, and other required documentation.

42.2 CLEC must provide documentation to Brightspeed establishing that it is a certified local provider of Telephone Exchange Service in the State prior to submitting orders or exchanging any traffic under this Agreement.

43. LETTER OF AUTHORIZATION (LOA)

43.1 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.

43.2 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.

43.3 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.

43.4 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).

43.5 For any prospective CLEC End User, Brightspeed shall provide CLEC with access to that subscriber's CPNI and Customer Service Records (CSRs) without requiring CLEC 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 CLEC's 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.

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

43.7 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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

the right to terminate this Agreement under Section 6.6 if an ongoing Default is not substantially rectified within the applicable timeframes.

43.8 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 43.7 unless the Commission determines otherwise.

43.9 In the case of any unauthorized carrier change, Brightspeed will bill CLEC 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 En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE IV. OPERATIONAL TERMS

44. STANDARD PRACTICES

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

45. ESCALATION PROCEDURES

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

46. CONTACT WITH END USERS

46.1 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.

46.2 Brightspeed shall have no obligation, to accept a communication from a CLEC End User, including, but not limited to, a CLEC End User request for repair or maintenance of a Brightspeed service provided to CLEC.

46.3 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.

46.4 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.

46.5 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.

46.6 Brightspeed will provide training, on a non-discriminatory basis, for all Brightspeed employees who may communicate, either by telephone or face-to-face, with CLEC End Users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded Not at Home notices.

46.7 Brightspeed will recognize CLEC as the Subscriber of Record for all Network Elements ordered by CLEC and will send all notices, invoices, and information which pertain to such ordered services directly to CLEC. CLEC will provide Brightspeed with addresses to which Brightspeed will send all such notices, invoices, and information.

47. CAPACITY PLANNING AND FORECASTS

47.1 Forecast Requirements for Interconnection

47.1.1 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 CLEC Service Orders should CLEC not perform obligations as specified in this Section.

47.1.2 CLEC 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 in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by CLEC 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

47.2 Format and Content

47.2.1 Upon request CLEC will provide forecasting forms.

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

47.2.3 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 CLEC that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

47.3 Responsibility of Parties

47.3.1 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 CLEC 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.

47.3.2 In addition to the joint trunk group forecasting established in Section 47.1, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

47.3.3 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 59.2.3 will be used in determining trunk group sizing requirements and forecasts.

47.3.4 If, based on the forecasted equivalent DS1 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.

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

48. BONA FIDE REQUEST (BFR)

48.1 Through the BFR process, CLEC may request: (a) Interconnection or access to a Network Element Brightspeed is required to provide under Applicable Law, but such Interconnection or Network Element 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 to UNEs 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.

48.2 Notwithstanding anything to the contrary in this Agreement, Brightspeed shall only be required to provide or continue to provide Interconnection or UNEs 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 CLEC to submit BFR requests for Interconnection or Network Elements, arrangements or services that

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Brightspeed is not obligated under Applicable Law to provide, Brightspeed is not required to provide such Interconnection or Network Elements, arrangements or services, and Brightspeed may elect or decline to provide same at its sole discretion.

48.3 Process

48.3.1 CLEC shall submit to Brightspeed a written BFR application. 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.

48.3.2 If fulfilling the request involves construction or engineering analysis, Brightspeed will notify CLEC in writing of the requirement for construction or engineering analysis and Brightspeed will not perform the analysis unless CLEC, 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.

48.3.3 CLEC 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, CLEC 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 CLEC's notice of cancellation if such costs are not already covered in full by a previously submitted non-refundable NRC payment.

48.3.4 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 CLEC 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.

48.3.5 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 CLEC's Request, the Preliminary Analysis will provide the reason(s) for such denial.

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

48.3.7 Upon receiving CLEC'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 CLEC's written acceptance and authorization to the Preliminary Analysis.

48.3.8 The availability date is dependent on when CLEC 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 CLEC's written Final Acceptance as described below in Section 48.3.9. If Brightspeed cannot complete the BFR within ninety (90) Days of receiving CLEC's Final Acceptance, Brightspeed and CLEC will then determine a mutually agreeable availability date.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

48.3.9 Within thirty (30) Days of receipt of the Final Quote, or additional time as may be mutually agreed by the Parties, CLEC 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. CLEC's written acceptance must include payment of one-hundred percent (100%) of the quoted costs.

49. ORDERING AND PROVISIONING

49.1 National Exchange Access Center (NEAC)

49.1.1 Brightspeed shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of Brightspeed's Unbundled Network Elements, features, and functions.

49.1.2 The NEAC shall provide to CLEC a nationwide telephone number answered during its normal office hours by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of Unbundled Network Elements (except those associated with local trunking Interconnection), features, functions and capabilities.

49.1.3 Brightspeed shall provide, as requested by CLEC, through the NEAC, provisioning and Premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Brightspeed's standard business hours, unless the Parties agree otherwise.

49.2 National Access Service Center (NASC)

49.2.1 Brightspeed shall provide a NASC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of Brightspeed's Interconnection services.

49.3 Ordering and Provisioning

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

49.3.2 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 42.1, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

49.3.3 Intentionally Left Blank.

49.3.4 Brightspeed will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex Service Order charges pursuant to Tariff terms may apply.

49.3.5 Where Technically Feasible, the NEAC will coordinate support for all designed and/or complex services provided to CLEC.

49.3.6 To the extent required by Applicable Law, and upon request from CLEC, employing Brightspeed's LSR, Brightspeed will provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent it is Technically Feasible when requested by CLEC as a function of Unbundled Network Elements.

49.3.7 Intentionally Left Blank.

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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

49.4 Pre-qualification of Lines

49.4.1 Brightspeed will accept line pre-qualification requests as follows:

49.4.2 CLEC will submit a Line Pre-Qualification Request using the Brightspeed order submission process. Each order is limited to a maximum of seven (7) lines. Each line must be identified by the following:

a. Customer Telephone Number

b. Customer Address

c. Customer Name

49.4.3 Brightspeed will acknowledge receipt of the request or reject the request and give reasons therefore within twenty-four (24) Business Day hours. Within three (3) Days of receiving a complete and accurate request, Brightspeed will report by email the following data on the line(s): length of loop, number of load coils, and number of bridge taps.

49.4.4 CLEC shall pay the pre-qualification order price set forth in Table 1 for each submitted order.

49.4.5 Pre-qualification requests are submitted at CLEC's sole discretion. Brightspeed bears no liability for line quality or the ability of a line to meet CLEC's needs where CLEC has submitted an order without having the line pre-qualified.

49.5 Service Order Process Requirements

49.5.1 Brightspeed will accept orders for As-Is Transfer of services from Brightspeed to CLEC where Brightspeed is the End User's current local exchange carrier. See definition for "As-Is Transfer of Service.

49.5.2 Intentionally Left Blank.

49.5.3 Intentionally Left Blank.

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

49.5.5 In situations where CLEC has the use of the facilities (i.e., Local Loop) to a specific customer Premises through the lease of the Local Loop as an Unbundled Network Element, and Brightspeed receives a good faith request for service from a customer at the same Premises or from another carrier with the appropriate customer authorization, the procedures below will apply.

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

49.5.7 Where CLEC is using a single facility to provide service to multiple End Users, Brightspeed will not disconnect that facility as a result of the following procedures.

49.5.8 When CLEC submits an order for an End User that is changing local service providers for existing service, and is not adding service (i.e., an additional line), Brightspeed will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.

49.5.9 When an order is submitted for an End User adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.

49.5.10 Intentionally Left Blank.

49.5.11 Brightspeed shall provide unbranded intercept treatment and transfer of service announcements to CLEC's End Users. Brightspeed shall provide such treatment and transfer of service announcement in accordance with local Tariffs and as provided to similarly situated Brightspeed End Users for all service disconnects, suspensions, or transfers.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

49.5.12 For services provided through UNEs, Brightspeed shall recognize CLEC as an agent, in accordance with OBF developed processes, for the End User in coordinating the disconnection of services provided by another CLEC or Brightspeed. In addition, Brightspeed and CLEC will work cooperatively to minimize service interruptions during the conversion.

49.6 Abandoned Service

49.6.1 Abandoned service occurs when an End User vacates Premises without notifying the local service provider and a new End User moves into the vacated Premises and orders service from a local service provider and neither Brightspeed nor the previous local service provider are aware that the original End User has abandoned the service in place.

49.6.2 When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service provider, Brightspeed shall notify CLEC that it has had a request for service at the Premises that is currently being served by CLEC.

49.6.3 If available to Brightspeed, Brightspeed shall include the name and address of the End User receiving service at such Premises, but at a minimum shall provide local service address information.

49.6.4 If CLEC does not respond within twenty-four (24) hours (excluding weekends and holidays) after receiving Brightspeed's notification or if CLEC responds relinquishing the facilities, Brightspeed shall be free to use the facilities in question and Brightspeed shall issue a disconnect order with respect to the service at that location. If CLEC responds stating that the service is working and should not be disconnected, Brightspeed will notify the carrier ordering service and request verification of the Premises or the submission of an order for an additional line.

49.7 Due Date

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

49.7.2 The ordering process will follow standard provisioning intervals applicable to Unbundled Network Elements.

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

49.8 Coordination Requests

49.8.1 Brightspeed will provide ordering and provisioning coordination services during normal business hours.

49.8.2 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Brightspeed and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date, and will be dependent upon the availability of Brightspeed resources.

49.8.3 Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or Brightspeed holidays shall be performed at CLEC's request and expense. Coordination requests outside of normal business hours/weekends will incur additional charges.

49.8.4 Brightspeed will perform all of its standard pre-service testing prior to the completion of the Service Order. Subject to the terms of this Agreement, Brightspeed is responsible only for the installation, operation and maintenance of the UNEs it provides. Brightspeed is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Network Elements.

49.8.5 Upon CLEC's request, Brightspeed shall suspend or restore the functionality of any Network Element, feature and function to which suspend/restore is applicable.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

49.8.6 Upon completion of the requests submitted by CLEC, Brightspeed shall provide to CLEC a completion notification.

49.9 Subscriber Premises Inspections and Installations

49.9.1 CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation Point/NID, located at the subscriber Premises.

49.10 Firm Order Confirmation (FOC)

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

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

49.10.3 Brightspeed shall provide to CLEC the date that service is scheduled to be installed.

49.11 Order Rejections

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

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

49.12 Service Order Charges

49.12.1 If an installation or other CLEC ordered work requires a change from the original CLEC Service Order in any manner, CLEC shall initiate a revised Service Order. If requested by CLEC, Brightspeed will provide CLEC an estimate of additional labor hours and/or materials. This is not available for interconnection Service Orders submitted via ASR.

49.12.2 If a CLEC End User requests a change, Brightspeed, will, at that time, direct the End User to contact CLEC, and CLEC should initiate a new Service Order to have additional work performed.

49.12.3 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.

49.13 Intentionally Left Blank

49.14 Number Administration/Number Reservation

49.14.1 Brightspeed shall provide CLEC with the ability to obtain telephone numbers while a subscriber is on the phone with CLEC. When CLEC uses numbers from a Brightspeed NXX, Brightspeed shall provide the same range of number choices to CLEC, including choice of exchange number, as Brightspeed provides its own subscribers. Reservation and aging of Brightspeed NXXs shall remain Brightspeed's responsibility.

49.14.2 In conjunction with an order for service, Brightspeed shall accept CLEC orders for blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by CLEC.

49.14.3 Consistent with the manner in which Brightspeed provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

49.14.4 Brightspeed shall provide testing and loading of CLEC's NXX on the same basis as Brightspeed provides itself or its Affiliates.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

49.15 Cancellations

49.15.1 Brightspeed may cancel orders for service that have had no activity within thirty-one (31) consecutive Days after the original service request date. Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) Days to provision will be excluded from this provision.

49.16 Discontinuance of Service (Snap-back Provision)

49.16.1 If CLEC proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, CLEC shall send written notice of such discontinuation to Brightspeed, the Commission, and each of CLEC's End Users. CLEC shall provide notice in advance of discontinuation of its service as required by Applicable Law. Unless the period for advance notice of discontinuation of service required by Applicable Law is more than thirty (30) Days, to the extent commercially feasible, CLEC shall send such notice at least thirty (30) Days prior to its discontinuation of service.

49.16.2 Such notice must advise each CLEC End User that, unless action is taken by the End User to switch to a different carrier prior to CLEC's proposed discontinuation of service, the End User will be without the service.

49.16.3 Should a CLEC End User subsequently become a Brightspeed customer, CLEC shall provide Brightspeed with all information necessary for Brightspeed to establish service for the CLEC End User, including, but not limited to, CLEC End User's billed name, listed name, service address, and billing address, and the services being provided to CLEC End Users.

49.17 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.

50. UNIVERSAL SERVICE FUND

50.1 In order to collect the costs of Brightspeed's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, Brightspeed's End Users are charged a Federal Universal Service Charge (FUSC).

50.2 To comply with FCC rules regarding the funding of Universal Service, CLEC is required to complete the form entitled "CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS" provided by Brightspeed in order to obtain an exemption from paying the FUSC to Brightspeed. In addition, CLEC agrees to provide Brightspeed with an updated annual certification, no later than February 1 of each calendar year, so that Brightspeed may ensure that it continues to accurately report its revenues for FUSF contribution purposes.

50.2.1 It is expressly understood and agreed by the Parties that CLEC's provision to Brightspeed of evidence concerning its making adequate payments into the FUSF, and CLEC's representations to Brightspeed in connection therewith, are subject to the indemnification provisions of Section 22, which, for purposes of this Section, serve to indemnify Brightspeed.

51. BILLING AND PAYMENTS/DISPUTED AMOUNTS

51.1 In consideration of the services provided by Brightspeed under this Agreement, CLEC 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.

51.2 CLEC 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 CLEC requests additional copies of the monthly invoice, Brightspeed may also bill CLEC 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

51.3 Recurring Charges, other than Usage Charges, for Telecommunications 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.

51.4 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.

51.5 To the extent that CLEC orders blocking, CLEC is responsible for blocking charges. If blocking services are not ordered, CLEC will be responsible for all charges for 700, 900, and 976 services, or other services of similar type made by CLECs End Users.

51.6 Billing Specifications

51.6.1 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).

51.6.2 Usage Measurement: Usage measurement for calls shall begin when answer supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

51.6.3 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.

51.6.4 Each Party shall calculate terminating 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.

51.7 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). The Parties will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate initial and subsequent billing cycles. Brightspeed will provide CLEC the appropriate records to bill Exchange Access charges to the IXC. Brightspeed will capture records for inward terminating calls and send them to CLEC, as appropriate, via Brightspeed's standard processes. Upon Brightspeed's request, CLEC will provide Brightspeed the appropriate records to bill Switched Access Service charges to IXCs. CLEC will capture records for inward terminating calls and send them to Brightspeed, as appropriate, in an agreed upon process.

51.8 Upon request by CLEC and to the extent Brightspeed is providing call records for Transit Traffic to other terminating providers served by the same Tandem, Brightspeed will also provide such records to CLEC.

51.9 Brightspeed will bill CLEC for message provisioning and, if applicable, data tape charges related to Exchange Access traffic and Transit Traffic records. Brightspeed will bill CLEC for the records at the rates on Table 1. If CLEC requests additional copies of the monthly invoice, Brightspeed may also bill CLEC for the additional copies.

51.10 The Parties will bill each other in a timely manner. If CLEC requests additional copies of the monthly invoice, Brightspeed may also bill CLEC for the additional copies.

51.11 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.

51.12 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

51.13 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.

51.14 Any undisputed amount not received by the billing Party by the Bill Due Date, shall be assessed a late payment charge on the past due balance. The billed Party agrees to pay a late payment charge of one and one-half percent (1.5%), compounded monthly, provided however, that the billing Party shall not charge a late fee which exceeds the maximum amount permitted under any Applicable Laws. Such late payment charges shall be included on the next billing invoice.

51.15 If any portion of an amount billed 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. Disputed billing claims shall be submitted no later than the Bill Due Date.

51.15.1 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.

51.15.2 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.

51.16 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.

51.17 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.

51.18 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.

51.18.1 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.

51.19 Notwithstanding Sections 51.18 and 51.18.1, 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 the Dispute Resolution Section of this Agreement. Such notice may be accompanied by any additional, relevant materials submitted by CLEC. 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 become immediately due.

51.19.1 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 51.19 shall also preclude the Party from thereafter requesting an escalation of the same dispute under the Dispute Resolution Section of this Agreement.

51.19.2 Failure by the billed Party to make a timely response to a notice of denial under Section 51.19 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 51.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

51.20 Both CLEC and Brightspeed 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.

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

51.22 Effect of Non-Payment

51.22.1 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 41.

51.22.2 Notwithstanding Section 51.22.1 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 51.22.1 so long 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 41.

51.22.3 Notwithstanding Sections 51.22.1 and 51.22.2 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.

52. AUDITS

52.1 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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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 twelve (12) 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 twenty-four (24) 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.

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

52.3 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.

52.4 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.

52.5 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.

52.6 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.

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

53. BRIGHTSPEED OSS INFORMATION

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

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

53.2.1 CLEC shall treat Brightspeed OSS Information as Confidential Information of Brightspeed pursuant to Section 12.

53.2.2 CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except CLEC's employees, agents or contractors, in accordance with Section 53.2.3 below), to access, use or disclose Brightspeed OSS Information, except as provided in Section 53.2.3 below.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

53.2.3 CLEC's employees, agents and contractors may access, use and disclose Brightspeed OSS Information only to the extent necessary for CLEC'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 CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 12 and Sections 53.2.1 and 53.2.2 above. CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of Brightspeed OSS Information.

53.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to Sections 6, 51 and 53.7.1 below), CLEC's access to, and use of, Brightspeed OSS Information through Brightspeed OSS Services shall terminate upon the expiration or termination of the Agreement.

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

53.3.2 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 CLEC's access to and use of Brightspeed OSS Information, to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement.

53.3.3 Information obtained by Brightspeed pursuant to this Section 53 shall be treated by Brightspeed as Confidential Information of CLEC 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.

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

53.3.5 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.

53.4 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.

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

53.6 Brightspeed will provide CLEC with access to documentation and user manuals that set forth the methods and procedures to utilize Brightspeed's OSS service. CLEC 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.

53.7 Liabilities And Remedies

53.7.1 If CLEC or an employee, agent or contractor of CLEC, at any time breaches a provision of this Section 53 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 CLEC, to suspend or terminate the right to use Brightspeed OSS services granted by Section 53.1 above and/or the provision of Brightspeed OSS services, in whole or in part.

53.7.2 CLEC agrees that Brightspeed would be irreparably injured by a breach of this Article by CLEC or the employees, agents or contractors of CLEC, and that Brightspeed shall be entitled to seek equitable relief, including injunctive relief

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 53.7.1, 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.

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

53.8 Cooperation

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

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

53.8.3 Upon Brightspeed's request, CLEC 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.

53.9 Future Enhancements to Brightspeed OSS Facilities

53.9.1 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 CLEC.

53.9.2 If Brightspeed makes enhancements to the existing OSS, the Parties agree that to the extent practicable, CLEC 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.

54. PROVISION OF USAGE DATA

54.1 Recorded Usage Data includes, but is not limited to, the following categories of information:

54.1.1 Intentionally Left Blank

54.1.2 Calls to Directory Assistance where Brightspeed provides such service to a CLEC End User;

54.1.3 Calls completed via Brightspeed provided Operator Services where Brightspeed provides such service to CLEC's local service End User and where Brightspeed records such usage for its End Users using Industry Standard Telcordia now iconectiv EMI billing records;

54.1.4 Access records related to long distance calling;

54.1.5 Intentionally Left Blank

54.2 This Section sets forth the terms and conditions for Brightspeed's provision of Recorded Usage Data for information exchange regarding long distance and access billing. To the extent Technically Feasible, each Party shall record all call detail information associated with completed long distance and access calls originated by or terminated by such Party, and long distance calls transited through such Party's network to the terminating provider to the same extent that such Party records such data for its End Users and records for billing of Interexchange carriers. These records shall be provided at a Party's request and shall be formatted pursuant to Telcordia now iconectiv's EMI standards and the terms and conditions of this Agreement. The procedures and limitations governing bill media, including the availability of secondary media, which are used to transmit the records, and Bill Media Request Forms, are set forth in Brightspeed's Bill Media Guide. These records shall be transmitted to the other Party on non-holiday Business Days. Brightspeed and CLEC agree that they shall retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least forty-five (45) Days after transmission to the other Party.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

54.3 Except as stated in the preceding Section, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, CLEC Usage Information will be provided to CLEC shall be determined by Brightspeed.

54.4 General Procedures

54.4.1 Brightspeed shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) Days. During the forty-five (45) Day period, Brightspeed shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) Day period has expired, Brightspeed may provide the data back-up at CLEC's expense.

54.4.2 Brightspeed shall provide to CLEC, Recorded Usage Data for CLEC End Users. Brightspeed shall not submit local usage data of other providers as part of the CLEC Recorded Usage Data.

54.4.3 Brightspeed shall not bill directly to CLEC End Users any recurring or non-recurring charges for CLEC's services to the End User except where explicitly permitted to do so within a written agreement between Brightspeed and CLEC.

54.4.4 Brightspeed shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.

54.4.5 Brightspeed shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

54.5 Charges

54.5.1 Intentionally Left Blank

54.5.2 Brightspeed will deliver one monthly statement for Usage Data Billing Services in the medium selected by CLEC in the start-up process.

a. Invoices will be provided in a standard Carrier Access Billing format or other such format as Brightspeed may determine;

b. Where local usage charges apply and message detail is created to support available services, CLEC will pay Brightspeed for providing such call detail;

c. The Parties will work cooperatively to exchange information to facilitate the billing of Incollect/Outcollect and inter/intra-region alternately billed messages. Brightspeed shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

d. Brightspeed shall bill for message provisioning and the provision of usage records.

54.6 Other Billed Charges. CLEC is responsible for all charges incurred by CLEC's End Users.

54.7 Lost Data

54.7.1 Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Brightspeed in its performance of the recording function shall be recovered by Brightspeed, if possible, at no charge to CLEC. In the event the data cannot be recovered by Brightspeed, Brightspeed shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Brightspeed and CLEC. This estimate shall be used to adjust amounts CLEC owes Brightspeed for services Brightspeed provides in conjunction with the provision of Recorded Usage Data.

54.7.2 Partial Loss. Brightspeed shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in this Section. Where actual data are not available, a full Day shall be estimated for

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such Day from the estimated total for such Day.

54.7.3 Complete Loss. When Brightspeed is unable to recover data as discussed in this Section, estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, demagnetized before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

54.7.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Brightspeed shall secure message/minute counts for the four (4) corresponding Days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Brightspeed shall apply the appropriate average revenue per message (ARPM) agreed to by CLEC and Brightspeed to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

54.7.5 If the Day of loss is not a holiday but one (1) or more of the preceding corresponding Days is a holiday, Brightspeed shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the Day of the week that is the Day of the loss.

54.7.6 If the loss occurs on a weekday that is a holiday (except Christmas Day and Mother's Day), Brightspeed shall use volumes from the two (2) preceding Sundays.

54.7.7 If the loss occurs on Mother's Day or Christmas Day, Brightspeed shall use volumes from that Day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

54.8 Testing, Changes and Controls

54.8.1 The Recorded Usage Data format, content, and transmission process shall be tested as agreed upon by CLEC and Brightspeed.

54.8.2 Control procedures for all usage transferred between Brightspeed and CLEC shall be available for periodic review and errors must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Brightspeed.

54.9 CLEC Requested Changes

54.9.1 CLEC may submit a request to negotiate and pay for changes in the content and format of the usage data transmitted by Brightspeed.

54.9.2 When the negotiated changes are to be implemented, CLEC and/or Brightspeed shall arrange for testing of the modified data.

54.10 Rejected Recorded Usage Data

54.10.1 Upon agreement between CLEC and Brightspeed, messages that cannot be rated and/or billed by CLEC may be returned to Brightspeed in their original format.

54.10.2 Brightspeed may correct and resubmit to CLEC any messages returned to Brightspeed. Brightspeed will not be liable for any records determined by Brightspeed to be billable to a CLEC End User. CLEC will not return a message that has been corrected and resubmitted by Brightspeed. Brightspeed will only assume liability for errors caused by Brightspeed.

54.10.3 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

54.11 Data Validation Files

54.11.1 Upon request, Brightspeed will provide CLEC with any of the following Data Validation Files at the rates identified in Table 1. At Brightspeed's option, the files will be provided via downloadable, email, or other electronic format:

a. MSAG

b. Feature/Service Availability by Switch

c. Directory Names

d. Class of Service Codes

e. Community Names

f. Yellow Page Headings

g. PIC/LPIC (InterLATA/IntraLATA)

54.11.2 CLEC may obtain a data validation file not more than once per quarter.

54.12 Intentionally Left Blank.

55. BRIGHTSPEED ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS

55.1 Brightspeed shall have the right to access, use and disclose information related to CLEC End Users that is in Brightspeed's possession (including, but not limited to, in Brightspeed OSS) to the extent such access, use and/or disclosure is required by law or is necessary to enforce Brightspeed's rights, or is authorized by the CLEC in the manner required by Applicable Law.

55.2 Upon request by Brightspeed, CLEC shall negotiate in good faith and enter into a contract with Brightspeed, pursuant to which Brightspeed may obtain access to CLEC's Operations Support Systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems at terms no less favorable than Brightspeed provides to CLEC, to permit Brightspeed to obtain information related to CLEC End Users (as authorized by the applicable CLEC), to permit End Users to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

56. NETWORK MANAGEMENT

56.1 CLEC 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.

56.2 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.

56.3 CLEC shall not interfere with or impair service over any circuits, facilities or equipment of Brightspeed, its Affiliated companies, or its connecting and concurring carriers.

56.4 If CLEC causes any impairment or interference, Brightspeed shall promptly notify CLEC 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 CLEC 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.

56.5 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.

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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

56.7 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, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. Brightspeed agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

57. MAINTENANCE AND REPAIR

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

57.2 Brightspeed shall provide repair, maintenance and testing for UNEs that Brightspeed is able to test, in accordance with the terms and conditions of this Agreement.

57.3 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 CLEC with maintenance support at Parity.

57.3.1 For purposes of service restoral, Brightspeed shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with Brightspeed's treatment of its own End Users and applicable State law or regulation, if any.

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

57.5 All Brightspeed employees or contractors who perform repair service for CLEC End Users shall follow Brightspeed standard procedures in all their communications with CLEC End Users. These procedures and protocols shall ensure that.

57.5.1 Brightspeed employees or contractors shall perform repair service that is equal in quality to that provided to Brightspeed End Users; and

57.5.2 Trouble calls from CLEC shall receive response time priority that is equal to that of Brightspeed End Users and shall be handled on a "first come first served" basis regardless of whether the End User is a CLEC End User or a Brightspeed End User.

57.6 On all misdirected calls from CLEC End Users requesting repair, Brightspeed shall provide such CLEC End User with the correct CLEC repair telephone number as such number is provided to Brightspeed by CLEC. If Brightspeed initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests a trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User Demarcation Point or in the CLEC's network, then CLEC will bear the cost indentified as a Trouble Isolation Charge on Table 1.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE V. INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC

58. SERVICES COVERED

58.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with Brightspeed's network for the transmission, routing and termination of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, Local and Toll VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic. This Agreement is intended only for traffic consisting of wireline to wireline communications, not for Mobile Wireless Service traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.

58.1.1 This Article governs the Interconnection of network facilities of the Parties, and the transport, termination and billing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic and Transit Traffic between Brightspeed and CLEC.

58.1.2 The Parties shall use separate two-way Feature Group D trunks for the exchange of equal-access InterLATA Toll Traffic or IntraLATA Toll Traffic, (other than IntraLATA LEC Toll Traffic, Toll VoIP-PSTN or Jointly Provided Switched Access Traffic), and such trunks shall be ordered out of and subject to the applicable access Tariffs. As required by the applicable Tariff, any Local Traffic routed over Feature Group D trunks is subject to the applicable access Tariff and rates.

58.1.3 In the event CLEC 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.

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

59. NETWORK INTERCONNECTION METHODS

59.1 This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between Brightspeed and CLEC 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, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic.

59.2 Physical Architecture

59.2.1 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 LATA, or if appropriate based on other requirements in Section 59, Local Calling Area. The physical architecture plan, as described in the Local Interconnection POI Profile, will be discussed during joint implementation planning. CLEC and Brightspeed agree to Interconnect their networks through existing and/or new Interconnection Facilities between CLEC 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.

59.2.2 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 CLEC's switch(es) to each of these services.

59.2.3 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 CLEC End Office and a Brightspeed End Offices, 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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

and all other Tandem trunk groups are to be engineered with a blocking objective of one-half percent (0.5%).

59.3 Points of Interconnection (POIs)

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

a. CLEC 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 58.1 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, CLEC 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 59.3.2 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, CLEC 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 59.3.2 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, CLEC 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 58.1 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 59.7.

59.3.2 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, CLEC 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 Switches, any traffic from Remote Switches 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 between the Party and the Tandem owner exceed five-hundred dollars ($500.00) for one month, CLEC must establish a POI with Brightspeed's End Office for the mutual exchange of traffic within thirty (30) Days.

59.3.3 The Parties may mutually agree to establish additional POIs even where none of the conditions set forth in Sections 59.3.1 and 59.3.2 of this Article has occurred.

59.3.4 CLEC 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 59. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to a POI.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

59.3.5 If CLEC chooses to lease the facility from each POI to CLEC's network from Brightspeed and the facility is within Brightspeed's serving territory, CLEC will lease the facility from Brightspeed as defined in Section 59.4. When CLEC uses the BFR process to establish a POI, the CLEC 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.

59.3.6 CLEC 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.

59.3.7 CLEC must use an Operating Company Number (OCN) when ordering Local Interconnection Trunks and Interconnection Facilities from this Agreement.

59.4 Network Interconnection Methods for Direct Interconnection

59.4.1 Leased Facility

a. Where facilities exist, CLEC 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 for Unbundled Network Elements, or in a manner inconsistent with the requirements of Section 58.1. Brightspeed's Special Access Service is available as an alternative to Brightspeed provided Local Interconnection Entrance Facilities and DTT, subject to Section 61.2.8(b). Brightspeed's Switched Access Services are also available as an alternative to Brightspeed provided Local Interconnection Entrance Facilities and DTT, subject to Section 61.2.8(b). CLEC may also lease access facilities from a third party.

59.4.2 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 CLEC'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 Meet Point 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. CLEC 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 Unbundled Network Elements or Access Services.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

59.4.3 Third Party ILEC Meet Point using Leased Facilities. If CLEC's location is in a third party ILEC's territory and CLEC 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.

59.4.4 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Brightspeed. The terms and conditions under which Collocation will be available are described in Article IX of this Agreement.

59.4.5 The Parties may establish other Technically Feasible methods of Interconnection via the 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.

59.5 Direct Interconnection at the Brightspeed Tandem

59.5.1 Subject to Section 59.3, Interconnection to a Brightspeed Tandem Switch will provide CLEC local Interconnection to the Brightspeed End Offices, Remote Switches and NXXs which subtend that Tandem Switch.

59.5.2 In accordance with Section 62, Interconnection to a Brightspeed Tandem for Transit Traffic purposes will provide access to Telecommunications Carriers which are connected to that same Tandem Switch.

59.5.3 CLEC 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 CLEC orders Local Interconnection Entrance Facility, Direct Trunked Transport, and/or multiplexing for this, the rates from Table 1 shall apply. If CLEC orders Brightspeed's Access Services for this, the CLEC shall pay based on Brightspeed's applicable access Tariff instead of Table 1.

59.6 Direct Interconnection at the Brightspeed End Office

59.6.1 Interconnection to a Brightspeed End Office Switch will provide CLEC local Interconnection 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. However, CLEC may not directly connect to a Remote Switch nor can a Remote Switch be a POI.

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

59.7 Indirect Network Connection

59.7.1 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 associated with CLEC "start-up" market entry into a Brightspeed local exchange. Therefore, Indirect Network Connection will be allowed only on routes between Brightspeed End Offices and a CLEC switch in instances where, and only so long as, none of the POI thresholds set forth in Section 59.3.2 have been reached.

59.7.2 Indirect Network Connection shall be accomplished by Brightspeed and CLEC each being responsible for delivering Local Traffic IntraLATA LEC Toll Traffic and VoIP-PSTN Traffic to and receiving such traffic at the ILEC Tandem serving the Brightspeed End Office. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

59.7.3 If CLEC has not established a POI within thirty (30) Days after notification from Brightspeed that CLEC has exceeded the POI Threshold in Sections 59.3.2, CLEC will reimburse Brightspeed for any transit charges billed by an intermediary carrier after the thirty (30) Day period for traffic originated by Brightspeed. CLEC will also reimburse Brightspeed for any transport costs that would be CLEC's responsibility under the Direct Interconnection terms.

59.7.4 To the extent a Party combines Local Traffic, IntraLATA LEC Toll Traffic and Toll VoIP-PSTN Traffic on a single trunk group for indirect delivery through a third party ILEC's Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Brightspeed will determine the jurisdiction of a call if Brightspeed has sufficient call details.

a. Such PLUs will be verifiable with either call summary records, call detail samples, or traffic study documentation. The terminating Party should apportion per Minute Of Use (MOU) charges appropriately.

60. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS

60.1 This Section sets forth certain signaling requirements and the terms and conditions for Interconnection provided by Brightspeed and CLEC and provides descriptions of the trunking requirements between CLEC and Brightspeed. This Section describes the required and optional trunk groups.

60.2 Signaling Parameters: Brightspeed and CLEC 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 on all calls. All privacy indicators will be honored. Unless there is a waiver pending or the FCC has approved a waiver petition regarding specific 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.

60.3 The Parties shall use separate two-way Feature Group D trunks for the exchange of any traffic which is not Local Traffic, except for Toll VoIP-PSTN Traffic, IntraLATA LEC Toll Traffic and Jointly Provided Switched Access Service Traffic (as defined by MECAB and MECOD) and such trunks shall be ordered out of and subject to the applicable access Tariffs. In the event CLEC uses the Local Interconnection Trunks for any traffic in violation of this section, Brightspeed shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rates applicable to access traffic.

60.4 One-Way and Two-Way Trunk Groups.

60.4.1 The Parties agree to jointly establish, provision and maintain bi-directional two-way trunk groups for Local Traffic, Transit Traffic, VoIP-PSTN Traffic and IntraLATA LEC Toll Traffic that has not been routed to an IXC and separate two-way trunk groups for Jointly Provided Switched Access Traffic. Trunks will utilize SS7 signaling protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not Technically Feasible to use SS7 or where Brightspeed otherwise agrees to use MF.

60.4.2 The costs associated with transporting Information Service Traffic to CLEC shall be the sole responsibility of CLEC. Brightspeed is not obligated under this Agreement to provision orders for reciprocal trunks or build facilities in the establishment of Interconnection arrangements solely for the delivery of Information Service Traffic. Facilities for Information Service Traffic shall be ordered from the appropriate Tariff and CLEC will be obligated to pay the full cost of such facilities. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by Brightspeed.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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

60.4.4 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 conversion plan to identify all trunks, 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 from directionalized to bi-directionalized arrangements, if such conversion is desired by either Party.

60.4.5 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 CLEC can demonstrate that it is not Technically Feasible to use SS7 or where Brightspeed otherwise agrees to use MF.

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

1. 911/E911 Trunks;

2. Mass Calling Trunks, if applicable; and

3. Toll Free Service trunks where CLEC provides such service to its End User customers.

60.5 Trunk Groups

60.5.1 Where required, network signaling information such as transit network selection (TNS) parameter, Originating Line Information Parameter (OLIP) and CIC/OZZ ANI information digits (II) (non-SS7 environment) will be provided by CLEC 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.

60.5.2 CLEC 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 the intrastate terminating access rate. Neither Party shall route Switched Access Service traffic over Local Interconnection Trunks.

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.

60.6 Trunk Servicing

60.6.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an ASR. CLEC 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.

60.6.2 Should CLEC request trunking from Brightspeed in excess of the industry traffic engineering design blocking standard set forth in Section 59.2.3. Brightspeed is not obligated to provide such trunking unless CLEC agrees in writing to pay for the excess trunking on the Brightspeed side of the POI.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

60.6.3 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 60.6.4.

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

b. CLEC 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.

60.7 CLEC 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.

60.8 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Section shall be in accordance with industry requirements. If either CLEC 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.

60.9 Trunk Data Exchange

65.9.1 Each Party agrees to service trunk groups to the blocking criteria in Section 59.2.3 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.

60.10 Network Management

60.10.1 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. CLEC and Brightspeed will immediately notify each other of any protective control action planned or executed.

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

60.10.3 Temporary Mass Calling. CLEC 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 En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

60.11 Technical Interfaces

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

60.11.2 Standard Interconnection facilities shall be extended superframe (ESF) with B8ZS line code where Currently Available.

60.11.3 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 CLEC switches which connect to Brightspeed's STPs via "A" links or for CLEC'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.

60.12 Responsibilities of the Parties

60.12.1 CLEC and Brightspeed will work cooperatively to install and maintain a reliable network. CLEC 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.

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

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

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

60.12.5 CLEC 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.

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

60.12.7 CLEC 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.

60.12.8 CLEC 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.

60.12.9 CLEC 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.

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

60.12.11 CLEC 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

60.12.12 CLEC and Brightspeed will provide to each other test-line numbers and access to test lines.

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

60.13 Neither Party shall use any Interconnection, function, facility, product, Network Element, 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.

61. INTERCARRIER COMPENSATION

61.1 General Terms

61.1.1 For compensation purposes, the jurisdiction of a call is determined by the physical location of the origination and termination of such call, except as may otherwise be specified herein for VoIP-PSTN Traffic.

61.1.2 VoIP-PSTN Traffic

a. Local VoIP-PSTN Traffic. CLEC and Brightspeed will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. VoIP-PSTN Traffic will be identified as either Local or non-Local by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) since the actual geographic end points of a particular VOIP-PSTN Traffic call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and Brightspeed may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party. This paragraph shall not be controlling with respect to VNXX Traffic which otherwise constitutes VOIP-PSTN Traffic, nor shall this paragraph affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic.

b. Toll VoIP-PSTN Traffic

1. CLEC and Brightspeed will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a Brightspeed Tandem, at each Party's access rates. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 58.1.2. VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call since the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular VOIP-PSTN Traffic call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and Brightspeed may agree on alternate methods to establish call jurisdiction for Toll

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

VoIP-PSTN Traffic based on regulatory or technological evolution. In addition, if information is available to identify the actual geographic location of traffic originated or terminated to an End User, then the Parties may jointly agree that the proxy method described herein shall not be used for such calls. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

2. The facilities, or portion thereof, leased by CLEC from Brightspeed which are used to exchange Toll VoIP-PSTN Traffic shall be subject to Brightspeed's interstate access Tariff rates. Brightspeed will use the Facilities Percent VoIP Usage (Facility-PVU) factor in Table 1 to determine the portion of the Local Interconnection Entrance Facility, Direct Trunked Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

   (i) The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to Brightspeed for termination using Local Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange. At the request of either Party, such information will be updated to determine if the Facility-PVU factor continues to be accurate, and if the updated information indicates that an adjustment of the factor is appropriate, the Parties shall amend the Agreement to reflect a more current factor.

3. Any factors established by the Parties under Section 61.1.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and Brightspeed and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

61.2 Compensation for Transport and Termination of Local Traffic

61.2.1 Reciprocal Compensation applies for transport and termination of Local Traffic terminated by either Party.

61.2.2 The rate elements for transporting and terminating Local Traffic can be found in Table 1.

61.2.3 The terminating Party may bill the other Party Reciprocal Compensation for all Local Traffic MOU routed by the other Party for termination.

61.2.4 CLEC and Brightspeed agree to terminate each other's ISP-Bound Traffic on a Bill and Keep basis. Bill and Keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.

61.2.5 Recording for Reciprocal Compensation

a. Each Party will calculate terminating MOU based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of Reciprocal Compensation only, 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,

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

either Party may use its SS7 data to verify and adjust billing as appropriate.

61.2.6 Recording for Indirect Interconnection

a. For any traffic exchanged between the Parties via third party 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.

61.2.7 Billing Elements for Local Transport and Termination

a. The transport and termination elements for Local Traffic depend on the type of Interconnection between the Parties.

1. Tandem switching compensation will be on a bill and keep basis, with no compensation exchanged between the Parties.

2. Intentionally Left Blank

3. For Indirect Network Connection, CLEC shall pay Common Transport for Indirect Traffic for calls that terminate at a Brightspeed End Office Switch.

61.2.8 Billing Elements for Interconnection Facility

a. Local Interconnection Entrance Facility, DTT and Multiplexing

1. Recurring and nonrecurring rates for Local Interconnection Entrance Facilities, DTT and associated Multiplexing are specified in Table 1. Disconnect nonrecurring charges may be assessed on a per order basis for Local Interconnection Entrance Facilities, DTT and Multiplexing.

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.

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 CLEC for the entire DTT and Local Interconnection Entrance Facility provided by Brightspeed at the rates in Table 1. CLEC 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 CLEC.
- All Brightspeed originated IntraLATA LEC Toll MOU that Brightspeed sends to CLEC.
- All other minutes are CLEC's responsibility for purposes of allocating the shared costs.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

b. Interconnection Using Access Services

1. If CLEC 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. CLEC 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 CLEC 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. CLEC cannot order a Local Interconnection Entrance Facility, DTT or Multiplexing to be provisioned over a facility which is also used for Switched Access Service.

3. CLEC 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.

61.2.9 Multiplexing (DS1/DS3 or DS0/DS1 MUX) may be 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.

61.2.10 Trunk Nonrecurring charges

a. Intentionally Left Blank

b. Intentionally Left Blank

c. If the Interconnection Facility is ordered as Switched Access Service, then the applicable Tariffed trunk nonrecurring charges apply.

61.2.11 For purposes of compensation between the Parties, CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, CLEC shall assign whole NPA-NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC 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.

61.3 Compensation of non-Local Traffic

61.3.1 Percent Local Usage

a. Brightspeed will determine the jurisdiction of a call if Brightspeed has sufficient call details. When call details are insufficient to determine the jurisdiction for the call, the CLEC will identify in writing the Percent Local Usage (PLU) factor on each Interconnection order to identify its Local Traffic for Reciprocal Compensation purposes. For non-Local Traffic, the Parties agree to compensate one another based on the rates included in each Party's access Tariffs. Brightspeed may request CLEC's traffic study documentation of the PLU at any time to verify the PLU and may compare the documentation to studies developed by Brightspeed. Should the documentation indicate that the factor should be changed by

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Brightspeed, the Parties agree that any changes will be retroactive to all traffic which is determined to have applied an inaccurate factor.

b. In the absence of a written agreement between the Parties stating otherwise, and except as otherwise provided under Section 61.1.2 for VoIP-PSTN Traffic, the PLU shall not be deemed to account for the jurisdiction of any traffic which may appear to be Local Traffic based upon the originating and terminating call detail information, where such call detail information does not accurately reflect the true geographic end points of the call, and the Parties may seek appropriate compensation for such calls notwithstanding such PLU factor.

61.3.2 Traffic originated to or directed to or through an ISP that is physically located outside the originating End User's Local Calling Area and calls to an ISP which are placed on a non-local basis (e.g. toll calls or 8YY calls) are non-Local Traffic for compensation purposes and will be compensated at the appropriate Interstate or Intrastate Switched Access Service rates.

61.3.3 VNXX Traffic is not Local Traffic for purposes of intercarrier compensation, and such VNXX Traffic shall not be subject to Reciprocal Compensation. VNXX Traffic shall be subject to originating or terminating switched access charges of the Party that originates or terminates such calls, provided however, the Party that provides the VNXX Service that enables such VNXX Traffic shall not be entitled to recover access charges for such VNXX Traffic. Both Parties represent and warrant that they are not providing VNXX Service and will not do so unless they provide advance written notice to the other Party. Either Party may perform traffic studies at any time to determine if VNXX Traffic is being exchanged with the other Party, and each Party will provide data necessary to determine the physical, geographic location of the End User premise which is associated with an NPA-NXX-XXXX. If a Party determines that the other Party is providing VNXX Service and is exchanging VNXX Traffic, access charges apply from the date that the exchange of VNXX Traffic began.

61.3.4 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 compensated at Access Service rates. The right to assess such Access Service charges shall not be deemed to constitute authorization for CLEC to route any traffic in a manner which is not permitted under this Agreement.

62. TRANSIT TRAFFIC

62.1 Transit Service terms in this Agreement are for the delivery of Transit Traffic. Any Jointly Provided Switched Access 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 will be provided to the IXC at Switched Access Service rates.

62.2 When Brightspeed receives an unqueried call from CLEC 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.

62.3 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, Brightspeed will provide Transit Services for CLEC's connection of its End User to a local End User of: (1) other CLECs, (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) CMRS carriers. Brightspeed will only provide a Transit Service where CLEC is interconnected at the same Brightspeed Tandem switch to which the terminating carrier is interconnected. CLEC 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 CLEC shall compensate Brightspeed for the Transit Service and reimburse Brightspeed for any terminating compensation charged to Brightspeed by a terminating carrier as a result of any such double Tandem Transit Traffic routed by CLEC.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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

62.5 Payment Terms and Conditions

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

62.5.2 CLEC shall be responsible for payment of Transit Service charges on Transit Traffic routed to Brightspeed by CLEC and for any charges assessed by the terminating carrier. CLEC 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 CLEC 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.

62.6 Exchange of Data

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

62.7 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, Brightspeed may, but shall not be obligated to, require CLEC to establish a direct connection to the parties with which they are exchanging traffic. Brightspeed also reserves the right to require CLEC 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 CLEC of the requirement to direct connect, CLEC shall establish a direct Interconnection with such third party.

62.8 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 CLEC which is routed to such third party, then upon written notice Brightspeed may require CLEC to (i) directly interconnect with such third party, or (ii) to otherwise cease using Transit Service of Brightspeed for delivery of CLEC-originated traffic to such third party, or (iii) to take such other action which may be mutually acceptable to Brightspeed, and CLEC, 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 En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE VI. UNBUNDLED NETWORK ELEMENTS

63. INTRODUCTION

63.0 Pursuant to the terms of the FCC Modernization Order, the terms and conditions for UNE Digital Capable Loops in this Section of the Agreement are not available subject to the following transition periods:

a) UNE DS1 Loops not available as of February 8, 2023;

b) UNE DS3 Loops not available as of February 8, 2021;

c) UNE ISDN Capable Loops not available as of February 8, 2023;

d) 2/4 Wire Non-Loaded Loops not available as of February 8, 2023;

e) XDSL Loops not available as of February 8, 2023.

63.1 This Article sets forth the terms and conditions pursuant to which Brightspeed will furnish CLEC with access to UNEs pursuant to §251(c)(3) of the Telecommunications Act for the provision by CLEC of a Telecommunications Service in Brightspeed's incumbent Local Exchange areas. Notwithstanding any other provision of this Agreement, Brightspeed shall only be obligated to provide UNEs and UNE Combinations to CLEC to the extent required by this Agreement and Applicable Law.

63.2 CLEC shall pay Brightspeed the recurring and non-recurring charges listed in Table 1 or, if not listed on Table 1, as listed in the applicable Tariff, or as agreed to by the Parties in accordance with Section 63.3 for the UNEs provisioned.

63.3 If CLEC procures any UNEs, UNE Combinations and/or other services for which rates are not currently in this Agreement, Brightspeed then reserves the right to charge Brightspeed's then standard rates, if any, for such UNEs, UNE Combinations and/or other services, or to develop a rate using an appropriate methodology, which rate shall be subject to dispute resolution, if necessary.

63.4 Access to UNEs shall be provided by Brightspeed under this Agreement only over such routes, technologies, and facilities as Brightspeed may be required by applicable law to make available to CLEC. Where facilities and equipment are not available, Brightspeed will not be required to provide UNEs.

63.5 Subject to the terms herein, Brightspeed is responsible only for the installation, operation and maintenance of the as-ordered UNEs it provides pursuant to the terms of this Agreement. Brightspeed is not otherwise responsible for any services provided by CLEC through the use of those UNEs.

63.6 Operations Support Systems (OSS). Brightspeed will offer unbundled access to Brightspeed's OSS to the extent Technically Feasible in a non-discriminatory manner. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Brightspeed's databases and information. The OSS element includes access to all Local Loop Qualification information contained in Brightspeed's databases or other records, including information on whether a particular Local Loop is capable of providing Advanced Services.

63.6.1 Pursuant to the terms of the FCC Modernization Order, the terms and conditions for Operational Support Systems are not available subject to the transition periods applicable to the corresponding UNEs.

64. USE OF UNES

64.1 Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, Brightspeed will provide CLEC with nondiscriminatory access to the UNEs made available in accordance with the terms and conditions of this Agreement. Brightspeed will provide access to UNEs where Technically Feasible.

64.2 Subject to the terms and conditions of this Article, CLEC may order each such UNE individually or, to the extent permitted by Applicable Law, in Combination with other Brightspeed Network Elements or UNEs (Combinations) in order to permit CLEC to provide Telecommunications Services to its End Users. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Brightspeed provided UNEs with any and all facilities and services whether provided by Brightspeed, CLEC, or any other party. CLEC may Commingle UNEs with Tariffed

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Access Services obtained from Brightspeed as provided for in this Agreement. UNEs provided to CLEC under the provisions of this Agreement remain the property of Brightspeed.

64.3 Non-impaired Wire Centers and Related Processes

64.3.1 Wire Centers that have been identified by Brightspeed as Tier 1 and Tier 2 Wire Centers and Wire Centers in which the number of Business Lines and Fiber-based Collocators exceed the thresholds for DS1 and DS3 Loops, as described in Section 66.8 and Section 66.9 (the Non-impaired Wire Centers).

64.3.2 Brightspeed shall not be required to provide and CLEC shall not order DS1 and DS3 UNE Loops within Non-impaired Wire Centers where the number of Business Lines and Fiber-based Collocators exceed the thresholds described in Section 66.8 and Section 66.9 or where the number of such UNE Loops would exceed the maximum quantities of such UNE Loops which are specified in those sections.

64.3.3 Brightspeed shall not be required to provide and CLEC shall not order DS1 and DS3 UNE Transport circuits between Wire Centers which do not satisfy the tier classifications which are described in Section 69.3 and Section 69.4 or where the number of such circuits would exceed the maximum quantities which are described in those sections.

64.3.4 If CLEC has any DS1 and DS3 Loops or Transport UNEs in service as of the Effective Date of this Agreement which Brightspeed is not required to provide pursuant to Section 64.3.2 and Section 64.3.3 above, or if CLEC thereafter has any DS1 and DS3 Loops or Transport UNEs which exceed the maximum quantity allowed for such UNE services, such UNEs must be immediately converted to an alternative service arrangement, and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable Access Service arrangements. Such back billing shall cover a period back to either the date the UNE service was installed or the date the service became non-impaired, whichever is shorter, or if the UNE service exceeds the maximum quantity allowed for such UNE service, the period shall extend back to the date on which the UNE service was installed. If CLEC fails to submit the necessary orders to convert such UNEs to alternative service arrangements within thirty (30) Days of the Effective Date of this Agreement or notice by Brightspeed, Brightspeed will be entitled to convert the UNEs to comparable Access Services at applicable monthly services rates, and to assess an appropriate non-recurring charge per circuit for the work performed by Brightspeed on behalf of CLEC.

64.3.5 If Brightspeed identifies Wire Centers in addition to those that are subject to the applicable FCC impairment thresholds, or if the Wire Centers previously designated as non-impaired change classifications based upon the applicable FCC impairment thresholds, then the following provisions shall be applicable;

a. Brightspeed will provide CLEC notice in accordance with the notice provisions of this Agreement.

b. CLEC will not order new DS1, DS3 and Dark Fiber Loops or Transport UNEs for the newly identified or reclassified Wire Centers beginning thirty (30) Days after the date of the notice (the Non-impairment Effective Date).

c. If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center and submits a self-certification in accordance with (f) below, then CLEC may submit orders to obtain high-capacity Loops or Transport UNEs in such Wire Center, and Brightspeed shall process such orders, until a determination is made pursuant to (f) below that CLEC is not entitled to order high-capacity Loops or Transport in such Wire Center.

d. Except as provided in (f) below, CLEC must submit the necessary orders to convert any UNEs which Brightspeed is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement within sixty (60) Days of the Non-

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

impairment Notice Date (except for Dark Fiber UNES which shall be subject to the transition period specified in the following paragraph) and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable Access Service arrangements to a date which is sixty (60) Days after the Non-impairment Notice Date. If CLEC fails to submit the necessary orders before the end of sixty (60) Days from the Non-impairment Notice Date, Brightspeed will be entitled to convert the UNEs to comparable Access Services and to assess an appropriate non-recurring charge per circuit for the work performed by Brightspeed on behalf of CLEC.

e. Except as provided in (f) below, CLEC must begin negotiations to disconnect or convert to an alternative service any Dark Fiber UNEs which Brightspeed is no longer required to provide as a result of the addition or reclassification of such Wire Centers within sixty (60) Days of the Non-impairment Notice Date, and CLEC shall be subject to back billing at a rate which is applicable to the alternative service, or if no alternative service is arranged, then at a rate which is equal to the highest special access Dedicated Transport rate available under Brightspeed's Tariffs. Should the Parties not come to agreement on a transition plan to convert such non-impaired Dark Fiber UNEs, Brightspeed may disconnect such Dark Fiber six (6) months after the Non-impairment Notice Date.

f. If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center, then CLEC shall have sixty (60) Days from the Non-impairment Notice Date to provide a self-certification to Brightspeed that, to the best of CLEC's knowledge, and based upon reasonably diligent inquiry undertaken by CLEC, the Wire Center does not meet the non-impairment thresholds. CLEC shall provide a blanket certification letter or other mutually agreed upon form to document its compliance with such diligent inquiry, and CLEC will maintain appropriate records that document what information CLEC relied upon to support its self-certification. If CLEC does not convert existing high-capacity Loop or Transport UNEs or if CLEC submits orders for high-capacity Loops or Transport UNEs pursuant to such self-certification and it is subsequently determined by mutual agreement of the Parties or pursuant to the Dispute Resolution procedures of this Agreement that the Wire Centers were properly identified or reclassified by Brightspeed, then CLEC shall have thirty (30) Days from the date of such determination to submit the necessary orders to convert any UNEs which Brightspeed is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement (except for Dark Fiber UNES which shall be subject to the transition obligations in paragraph (e) above) and shall be subject to backbilling in the same manner as provided in Section 64.3.4 and Section 64.3.5 above, as the case may be.

64.3.6 If the number of DSI or DS3 UNE Loops serving a single building exceed the applicable maximum quantities of such UNEs specified in Sections 66.8 and 66.9, or if the number of DS1 or DS3 UNE Transport circuits on a route exceed the applicable maximum quantities of such UNEs specified in Sections 69.3 and 69.4, then CLEC will not order new UNE Loops or UNE Transport for the buildings or routes, as the case may be, and CLEC must immediately submit the necessary orders to disconnect or convert a sufficient number of such UNEs to conform to the maximum quantities of such UNEs allowed pursuant to such paragraphs. CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable access service arrangements on any UNEs which exceed such maximum quantities back to the date on which the applicable number of UNEs exceeded such maximums. If CLEC fails to submit the necessary orders, then upon thirty (30) days advance written notice, Brightspeed will be entitled to convert the excess UNEs to comparable Access

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Services and to assess a non-recurring charge per circuit for the work performed by Brightspeed on behalf of CLEC.

64.4 CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the conditions listed below. By placing an order for UNEs, CLEC certifies that these requirements are met.

64.4.1 Any combination of the following, where both are provided by Brightspeed, are subject to the EEL use restrictions in this Agreement. Such restrictions apply irrespective of the manner in which the Local Loops and transport are combined.

a. high capacity Local Loops (DS1, DS3), to the extent available, and special access transport (a Commingled facility); or

b. special access channel terminations (DS1, DS3) and Dedicated Transport (DS1, DS3), to the extent available (a Commingled facility); or

c. high capacity Local Loops (DS1, DS3) and Dedicated Transport (DS1, DS3).

64.4.2 CLEC may not order or use a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting Brightspeed's network and CMRS carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for the exclusive provision of Mobile Wireless Service.

64.4.3 CLEC may not order or use a UNE for the exclusive provision of Interexchange Services, or long-distance services. Facilities connecting Brightspeed's network and Interexchange Carriers' networks used by the Interexchange Carrier to provide such services to End Users do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for Interexchange Services.

64.4.4 CLEC may not order or use a UNE for CLEC's own use, administrative or otherwise.

64.4.5 An Information Service is not an eligible Telecommunications Service except that CLEC can use unbundled Local Loops to provide xDSL services in accordance with this Agreement.

65. NETWORK INTERFACE DEVICE

65.0 Pursuant to the terms of the FCC Modernization Order, the terms and conditions for Network Interface Device (NID) associated with the forborne UNE rate elements are not available after February 8, 2021.

65.1 Apart from its obligation to provide the existing Network Interface Device (NID) functionality as part of an unbundled Local Loop or subloop, Brightspeed also will provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to this Section and its subsections, Brightspeed shall provide access to the existing NID as a UNE under the following terms and conditions. Rates and charges applicable to UNE NIDs are set forth in Table 1.

65.2 Under no circumstances shall CLEC connect to either side of the NID or to the End User's Inside Wiring unless the Brightspeed network is first properly disconnected from the End User's Inside Wiring as set forth in this Article.

65.3 Except in multi-unit tenant properties where Brightspeed owns and maintains control over Inside Wire within a Building, maintenance and control of the End User's inside wiring (i.e., on the End User's side of the Demarcation Point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's Inside Wire on the End User's side of the Demarcation Point must be resolved by the End User.

65.4 CLEC may obtain unbundled access to the NID on Brightspeed's network side or the End User access side on a stand-alone basis to permit CLEC to connect its own loop facilities to the Premises wiring. CLEC may not connect to the End User access side of the NID except as a UNE in accordance with these terms.

65.5 CLEC may elect to disconnect Brightspeed's Local Loop from the NID on the End User access side of the NID, but CLEC shall not perform any disconnect on the network side of the NID.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Brightspeed, at the request of CLEC, will disconnect the Brightspeed Local Loop from the NID or will arrange access to the network side of the NID for any purpose. The charges reflected in Table 1 will apply to any Brightspeed dispatch for any purpose initiated at CLEC's request. The phrase "End User access side of the NID" is descriptive and does not convey any ownership or usage rights. The Demarcation Point between the Local Loop (inclusive of the NID) and the End User's Inside Wire is established pursuant to 47 C.F.R. §68.105.

65.6 CLEC shall maintain a connection to ground on its network that meets applicable industry standards. In the case of a NID-to-NID connection, each Party shall ground its NID independently of the other Party's NID.

65.7 With respect to multiple dwelling units or multiple-unit business Premises, CLEC shall have the option of connecting directly with the End User's Premises wire or may connect with the End User's Premises wire via Brightspeed's NID. Brightspeed will provide CLEC with information that will enable its technician to locate End User Premises wiring at NIDs that terminate multiple subscribers. Brightspeed will dispatch a technician and tag the wiring at CLEC's request.

65.8 Any repairs, upgrade and/or rearrangements to the NID requested or required by CLEC will be performed by Brightspeed based on the Stand Alone NID Charges set out in Table 1.

65.9 Brightspeed will make available to CLEC any existing installed NID at the time CLEC seeks Interconnections to such NID to serve an End User. Brightspeed shall be under no obligation to install a new NID in order to enable CLEC to interconnect to such NID.

65.10 CLEC shall not access, remove, disconnect or in any other way rearrange Brightspeed's loop facilities from Brightspeed's NIDs, enclosures or protectors. CLEC shall not attach to, remove or disconnect ground wires from Brightspeed's NIDs, enclosures or protectors. CLEC shall not remove or disconnect NID modules, protectors or terminals from Brightspeed's NID enclosures.

65.11 CLEC may access the End User side of a Brightspeed NID for the purpose of isolating Brightspeed's Local Loop from the Inside Wiring within the NID. Isolation of Brightspeed's Local Loop from the Customer Inside Wiring is achieved by removing the Inside Wiring from the NID terminals and using appropriate method and practices to prevent bare wires from coming in contact with such NID terminals (e.g. capping individual bare wires with Scotchloks™). CLEC may not remove the test port wire from the test port as the isolation method unless CLEC subsequently inserts a dummy test port plug with a rubber weather seal since this may damage Brightspeed's active network by allowing the accumulation of corrosive moisture and short-circuiting insect debris within the test port.

65.12 Any access to the End User's side of a Brightspeed NID that utilizes the NID functionality, including a NID to NID connection, shall be considered a billable use of the Brightspeed NID as a UNE.

65.13 CLEC may request any additional types of access to the NID not specifically referenced above. Brightspeed will consider the requested type of access via the BFR process set forth in this Agreement.

65.14 CLEC shall be liable to Brightspeed for any damage to a Brightspeed NID caused by improper or unauthorized use of Brightspeed's NID by CLEC. In addition to any monetary damages that Brightspeed may be entitled to recover as a result of such damages, Brightspeed shall also be entitled to seek injunctive relief to prevent further NID damages. Such damages may include but are not limited to dispatch charges, NID replacement costs and network reconnections and repairs.

66. LOOP

66.1 Subject to Section 66 and its subsections, Brightspeed will provide CLEC access to UNE Loops under the following terms and conditions. Rates and charges applicable to UNE Loops are set forth in Table 1. To the extent required by Applicable Law, Brightspeed will make available the UNE Local Loops set forth below between a distribution frame (or its equivalent) in a Brightspeed Central Office and the Local Loop Demarcation Point at an End User's Premises. The UNE Local Loop will include any existing NID. The Parties acknowledge and agree that Brightspeed shall not be obligated to provision any of the UNE Local Loops provided for herein to cellular sites or any location that does not constitute an End User Premises. Subject to the restrictions of Section 66.11.2, UNE Loops includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User Premises wiring, provided such wire is owned and controlled by Brightspeed.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

66.1.1 The Local Loop UNE includes, but is not limited to digital Copper UNE Loops, and, to the extent required by Applicable Law, DS1 Loops and DS3 Loops, where such Loops are deployed in Brightspeed Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

66.1.2 Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops, including replacement or upgrade of any existing NID, are contained in Section 73.

66.1.3 Loop Conditioning. Conditioned loops are Local Loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline Telecommunications capability, including DSL. Brightspeed will condition Local Loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table 1. Brightspeed recommends that CLEC utilize the Loop Make-Up process in Section 67 prior to submitting orders for loops intended for Advanced Services.

66.1.4 Tag and Label. At CLEC's request, Brightspeed will tag and label unbundled Local Loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

a. Brightspeed will include the following information on the label: order number, due date, CLEC name, and the circuit number.

b. CLEC must specify on the order form whether each Loop should be tagged and labeled.

c. The rates for Loop tag and label and related services are set forth on Table 1. A trip charge may be billed in addition to the Tag and Label charges.

66.2 Loop Testing. At CLEC's request, and if Technically Feasible, Brightspeed will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. To the extent CLEC requests testing that would require Brightspeed to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate Brightspeed for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in Article IV.

66.2.1 CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs as set forth in this Agreement. Before contacting Brightspeed's Trouble Maintenance Center (CTMC), CLEC must first conduct trouble isolation to ensure that the trouble does not originate from CLEC's own equipment or network or the equipment of CLEC's customer.

66.2.2 Testing shall include Basic Testing, Optional Cooperative Testing and Joint Testing. Optional Cooperative Testing and Joint Testing are performed only at CLEC's request and at CLEC's cost.

66.2.3 Basic Testing shall include simple metallic measurements only. Basic Testing does not include cooperative or joint testing efforts that require Brightspeed's technician to work jointly with CLEC.

66.2.4 Cooperative Testing is provided on Service Order activity only and will be provided by Brightspeed at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.

66.2.5 Joint Testing is provided at CLEC's request on maintenance activity only and will be provided by Brightspeed at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.

66.2.6 For either Cooperative Testing or Joint Testing, Brightspeed technicians will try to contact CLEC's representative to initiate Joint Testing after completing the requested activity. If CLEC does not respond within three (3) minutes,

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Brightspeed may, in its sole discretion, continue its attempts to contact CLEC's representative, and bill CLEC in increments of fifteen (15) minutes for the technician's time for so long as such efforts continue, or Brightspeed may abandon the test and CLEC will be charged for the test and any additional technician time involved (beyond the initial 3 minutes) at the rates set forth in Table 1.

66.2.7 Brightspeed will charge CLEC at the rates set forth on Table 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC End User's side of the Demarcation Point.

66.3 Intentionally Left Blank.

66.4 xDSL Loops

66.4.1 Pursuant to the terms and conditions contained in this Article, CLEC may order xDSL-capable loops and/or line conditioning for Copper Loops in order to render such loops capable of transmitting the digital signals needed to provide Digital Subscriber Line services (DSL).

66.4.2 Upon request, Brightspeed shall provide to CLEC.

a. information with respect to the spectrum management procedures and policies that Brightspeed uses in determining which services can be deployed;

b. information with respect to the rejection of CLEC's provision of Advanced Services, together with the specific reason for the rejection; and

c. information with respect to the number of loops using Advanced Services technology within the binder and type of technology deployed on those loops.

66.4.3 When CLEC orders an xDSL Loop or Digital Subloop that will be used to provide xDSL service, CLEC will use the applicable ordering code where one has been provided by Brightspeed. Where an applicable ordering code has not been provided by Brightspeed, CLEC will note that the loop or subloop will be used to provide an xDSL service in the "Remarks" section of the Local Service Request (LSR). In connection with the provision of Advanced Services, CLEC shall provide to Brightspeed the following information on the type of technology that CLEC seeks to deploy.

a. information in writing (via the Service Order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

b. the SMC (i.e., PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Brightspeed in writing of the requested change in SMC (via a Service Order).

c. to the extent not previously provided CLEC must disclose to Brightspeed every SMC that CLEC has implemented on Brightspeed's facilities to permit effective Spectrum Management.

d. Where CLEC relies on a calculation-based approach to support deployment of a particular technology, CLEC must provide Brightspeed with information on the speed and power at which the signal will be transmitted.

66.5 Reverse ADSL Loops. If CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Brightspeed's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a Host or Remote, and then to the subscriber, the copper plant from the outside location to the Brightspeed Host or Remote Central Office must be a facility dedicated to ADSL transmission only and not part of Brightspeed's regular feeder or distribution plant.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

66.6 Digital Loops. The following types of digital Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in Table 1: On digital Loops, Brightspeed will only provide testing for electrical continuity and line balance.

66.6.1 2-Wire Digital Loop. A 2-Wire Digital UNE Loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop will be provisioned in accordance with industry standards.

66.6.2 A DS1 UNE Loop provides a digital transmission facility from a Brightspeed Central Office to an End User's Premises and having bandwidth up to 1.544 Mbps. DS1 UNE Loops will be offered and/or provided pursuant to Section 66.8 below.

66.6.3 DS3 UNE Loop provides a digital transmission facility from a Brightspeed Central Office to an End User's Premises and having bandwidth up to 45 Mbps. DS3 UNE Loops will be offered and/or provided pursuant to Section 66.9 below.

66.6.4 Brightspeed shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Article II of this Agreement.

66.7 Non-Standard Digital Loops. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Brightspeed will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in this Section 66 are applicable.

66.8 DS1 Loops

66.8.1 Subject to the cap in Section 66.8.2, Brightspeed will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any Building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, and the appropriate notice has been given, the provisions of Section 64 shall apply in that Wire Center.

66.8.2 For available Wire Centers, CLEC shall not be entitled to obtain more than ten (10) DS1 UNE Loops to any single Building.

66.9 DS3 Loops

66.9.1 Subject to the cap described in Section 66.9.2, Brightspeed shall provide CLEC with nondiscriminatory access to a DS3 UNE Loop to any Building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, and the appropriate notice has been given, the provisions of Section 64 shall apply in that Wire Center.

66.9.2 In Wire Centers not subject to FCC Forbearance Orders, CLEC may obtain a maximum of one (1) unbundled DS3 loop to any single Building in which DS3 loops are available as unbundled Local Loops.

66.10 Hybrid Loops. Brightspeed will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below.

66.10.1 When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Brightspeed may elect to provide CLEC nondiscriminatory access either to an entire Hybrid Loop capable of voice grade services (i.e., equivalent to DS0 capacity) using Time Division Multiplexing, or to a spare Copper Loop serving that customer on an unbundled basis. Brightspeed shall not be required to provide CLEC unbundled access to the Packet Switched features, functions and capabilities of a Hybrid Loop.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

66.11 FTTH and FTTC Loops

66.11.1 New builds. Brightspeed will not provide CLEC with non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when Brightspeed deploys such loop to an End User's Premises that previously has not been served by any loop facility.

66.11.2 Overbuilds. Brightspeed will not provide CLEC non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when Brightspeed has deployed such a loop in parallel to, or in replacement of, an existing Copper Loop facility, except that:

a. Brightspeed will maintain the existing Copper Loop connected to the particular End User's Premises after deploying the FTTH or FTTC loop and provide CLEC non-discriminatory access to that Copper Loop on an unbundled basis, unless Brightspeed retires the Copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv). Brightspeed is not required to incur any expenses to ensure that the existing Copper Loop remains capable of transmitting signals prior to receiving a request from CLEC for such loop. Once a request for the loop is received, Brightspeed will restore the Copper Loop to serviceable condition based upon CLEC's request and at CLEC's expense.

b. If Brightspeed retires a Copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv), Brightspeed will provide CLEC non-discriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.

66.12 Dark Fiber Loops. Brightspeed is not required to provide CLEC with access to Dark Fiber Loops on an unbundled basis.

66.13 Sub-Loops. Pursuant to the terms of the FCC Modernization Order, the terms and conditions for UNE Subloops are not available after February 8, 2021. A subloop is defined as a portion of the full Local Loop that is Technically Feasible to access at an access terminal on Brightspeed's outside transmission facilities. An access terminal is any point on the loop where technicians can access the wire or fiber within a cable without removing the splice case or outer sheath (e.g., accessed via screw posts, terminals, patch panels). To the extent they meet the above definition, such points may include a pole or drop pedestal, the serving area interface, or the network interface device. Available subloops are:

66.13.1 Feeder: a transmission path between the MDF in any type of Brightspeed switch Premises and a subtending FDI or functional equivalent. Brightspeed is not obligated to offer feeder sub-loops as a UNE.

66.13.2 Distribution subloop: a transmission path between an FDI or its functional equivalent and an available access terminal at or near a subtending End User Premises.

66.13.3 Multi-unit Premises wiring subloop: a transmission path between a Brightspeed terminal at or near a multiunit Premises, such as a pole or pedestal, the NID, or the minimum point of entry, and the End User Demarcation Point, including Inside Wire that is owned or controlled by Brightspeed at a multiunit customer Premises.

a. Brightspeed will not provide or maintain Inside Wire in situations where it determines there are health or safety concerns in doing so.

66.13.4 Subloops must be requested using the ICB process set forth in this Agreement due to the unique circumstances of each subloop project and the wide variety of circumstances that must be taken into account in provisioning of subloops. Additionally, CLEC must also contemporaneously submit a collocation application pursuant to the Collocation application and construction process set forth in this Agreement whenever a Collocation arrangement is necessary or appropriate for provisioning the contemplated subloop. Any Collocation applications submitted for purposes of supporting a contemplated subloop shall include a disclosure and description of such subloop plans.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

66.13.5 Except as may otherwise be expressly provided under Applicable Law, Brightspeed shall not be required to provide CLEC access to Dark Fiber subloops.

66.13.6 The UNE subloop will include any existing NID. Terms and conditions for making any network modifications resulting from CLEC's request for subloops, including replacement or upgrade of any existing NID, are contained in Section 73.

66.13.7 Copper Subloops. Brightspeed will provide CLEC with access to copper sub-loops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services.

66.13.8 Fiber Subloops. On a route where Brightspeed is required by law to provide CLEC with non-discriminatory access to a FTTH or FTTC loop, CLEC may also request a subloop consisting of a single 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop.

66.13.9 Deployment of Advanced Services by CLEC over subloops will be in accordance with the terms included in Section 66.4.3.

67. LOOP MAKE-UP INFORMATION

67.1 At the request of CLEC, Brightspeed will provide CLEC with nondiscriminatory access to its Loop Make-Up Information as it exists in Brightspeed database and records. The charges for Loop Make-Up Information are set forth in Table 1 to this Agreement.

67.2 Brightspeed shall provide Loop Make-Up Information based on the individual telephone number or address of an End User in a particular Wire Center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Brightspeed LTD network.

67.3 Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to CLEC.

67.4 Brightspeed may provide the requested Loop Make-Up Information to CLEC in whatever manner Brightspeed would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e., fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.

67.5 If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

67.5.1 CLEC will pay a Trouble Isolation Charge to determine the cause of the failure;

67.5.2 If Brightspeed undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will pay a Loop Make-Up Information Charge; and

67.5.3 If Brightspeed undertakes Conditioning activity for a particular loop to provide for the successful installation of Advanced Services, CLEC will pay applicable conditioning charges. All charges will be as set forth in Table 1.

68. LOCAL CIRCUIT SWITCHING

68.1 Brightspeed is not required to provide access to local circuit switching on an unbundled basis.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

69. DEDICATED TRANSPORT

69.0 After February 2, 2020, Brightspeed shall provide access to Dedicated Transport in a non-discriminatory manner according to the following terms and conditions, pursuant to the terms of the FCC Forbearance Orders.

69.1 Brightspeed shall provide CLEC with nondiscriminatory access to Dedicated Transport on an unbundled basis at the rates set forth on Table 1, as set forth in this Agreement.

69.1.1 Subject to the limitations set forth in Sections 69.3 and 69.4, UNE Dedicated Transport will be provided only where such facilities are Currently Available at the time of CLEC's request, and only over routes within the same LATA where Brightspeed is required to make UNE Dedicated Transport available pursuant to Applicable Law.

69.1.2 Notwithstanding any other provision of this Agreement, Brightspeed is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of Brightspeed's Wire Centers.

69.2 Subject to availability and the limitations in this Section, Brightspeed will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps). UNE Dedicated Transport shall be dedicated to CLEC's designated traffic.

69.3 DS1 Dedicated Transport.

69.3.1 DS1 Dedicated Transport consists of Brightspeed interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular carrier.

69.3.2 Brightspeed will only provide DS1 Dedicated Transport on an unbundled basis between any pair of Brightspeed Wire Centers that are classified as Tier 2 or Tier 3 on one or both ends of the route.

69.3.3 CLEC may obtain a maximum of ten (10) DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis.

69.4 DS3 Dedicated Transport.

69.4.1 DS3 Dedicated Transport consists of Brightspeed interoffice transmission facilities that have a total digital signal speed of 44.736 Mbps and are dedicated to a particular customer or carrier.

69.4.2 Brightspeed will only provide DS3 Dedicated Transport on an unbundled basis between any pair of Brightspeed Wire Centers that are classified as Tier 3 on one or both ends of the route.

69.4.3 CLEC may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis.

70. DARK FIBER TRANSPORT

70.0 Pursuant to the terms of the FCC Modernization Order, the terms and conditions for Unbundled Dark Fiber are not available after February 8, 2021.

70.1 Dark Fiber is an existing fiber facility that has not been activated through connection to the optronics that "light" it and render it capable of carrying a Telecommunications Service. Dark Fiber is unlit optic cable that is deployed within Brightspeed's network.

70.2 Brightspeed shall provide access to unbundled Dark Fiber Transport at the rates set forth in Table 1 under the following terms and conditions.

70.3 Brightspeed shall unbundle Dark Fiber Transport only when either Brightspeed Wire Center defining the route is a Tier 3 Wire Center.

70.3.1 Where Brightspeed is not required to provide unbundled Dark Fiber Transport, CLEC may not obtain new Dark Fiber Transport as a UNE.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

70.3.2 Maintenance and Testing

a. Brightspeed is only responsible for maintaining the facilities that it owns. Dark Fiber will be provided as is. No conditioning will be offered, and Brightspeed will not be required to condition Dark Fiber on CLEC's behalf.

b. Brightspeed is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate CLEC requirements.

c. Brightspeed does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time. Brightspeed agrees to conduct cooperative testing with CLEC at CLECs request and cost. Cost for the tests will be determined at the time of the testing request.

70.3.3 Dark Fiber Availability

a. Dark Fiber requests will be handled on a first come, first served basis, based on the date the BFR Application is received.

b. Spare fibers in a sheath are not considered available if Brightspeed has plans to put the fiber in use within the current year or the following year.

c. Brightspeed will also maintain fibers to facilitate maintenance, rearrangements and changes. Brightspeed will generally reserve eight percent (8%) of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of seventy-two (72) fibers.

d. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available.

e. Fibers assigned to any carrier that are still pending optronics installations will be deducted from the total number of spare fibers that would otherwise be available.

70.3.4 Access to Dark Fiber Transport

a. Virtual and Physical Collocation arrangements may be used by CLEC to locate the optical equipment necessary to "light" leased Dark Fiber. On routes where Brightspeed is required to unbundle Dark Fiber Transport pursuant to Section 70.3, Brightspeed will only provide CLEC access to such Dark Fiber Transport where CLEC has Collocation space, leased as provided in Article IX, in each Brightspeed Central Office or Wire Center where the requested Dark Fiber Transport fiber(s) terminates.

b. At Brightspeed Central Offices, Dark Fiber Transport terminates on a fiber distribution frame (or its equivalent) in the Central Office. The Demarcation Point for Dark Fiber Transport at Central Offices and Remote terminals will be in a Brightspeed-approved Splitter shelf or fiber patch panel. This arrangement allows for non-intrusive testing.

c. If fiber patch panels (FPPs) or Splitter shelves are not located within close enough proximity for a fiber patch cord, CLEC must submit an ASR for the purchase and installation of CCXC.

d. Establishment of applicable fiber optical equipment or intermediate repeaters needed to power the unbundled Dark Fiber Transport in order to carry Telecommunications Services is the responsibility of CLEC.

70.3.5 Dark Fiber Transport Application and Ordering Procedure

a. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Brightspeed determine the availability of Dark Fiber Transport between the CLEC-specified locations. The application fee noted on Table 1 will be charged to CLEC for each application submitted by CLEC.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

b. If Dark Fiber Transport is not available, Brightspeed will notify CLEC of the DFA rejection. If CLEC contests the rejection, CLEC will follow the Dispute Resolution Process provided in this Agreement.

c. If Dark Fiber Transport is available, CLEC will notify Brightspeed of acceptance/rejection of Dark Fiber Transport quote, via a firm order, within ten (10) Business Days of receipt of quote. CLEC will submit a firm order for Dark Fiber Transport via an ASR.

d. Brightspeed will reserve the requested Dark Fiber Transport for CLEC during these ten (10) Business Days. If CLEC does not submit a firm order by the tenth (10th) Business Day, the requested Dark Fiber Transport will no longer be reserved. Thereafter, CLEC must submit another DFA and application fee.

e. By submitting the Dark Fiber firm order, CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table 1 for monthly recurring and non-recurring charges.

f. Billing of the monthly recurring and non-recurring charges will begin upon completion by Brightspeed of the Dark Fiber Transport order.

g. If CLEC cancels firm order before the established due date, CLEC agrees to reimburse Brightspeed for all costs incurred by Brightspeed related to the DFA and the firm order.

70.3.6 Rules for Reclaiming Dark Fiber

a. If, at any time, Brightspeed determines that it will not have sufficient fiber to meet its bandwidth requirements within the twelve (12) months following the determination, Brightspeed may reclaim from CLEC the right to use the Dark Fiber, whether or not CLEC is utilizing the Dark Fiber.

b. Brightspeed will provide CLEC six (6) months written notice of its intention to reclaim Dark Fiber.

c. Brightspeed will provide CLEC with alternative transport options and costs when Brightspeed reclaims Dark Fiber.

d. The Dispute Resolution Procedures found in this Agreement will be followed if CLEC contests Brightspeed's decision to reclaim Dark Fiber.

71. UNE COMBINATIONS

71.1 Subject to Applicable Law and the terms and conditions in this Section, Brightspeed will make available to CLEC EELs and other forms of UNE Combinations.

71.2 General Terms and Conditions

71.2.1 Upon CLEC's request, and subject to Section 71.2.3, Brightspeed will provide UNEs in a manner that allows CLEC to combine such Unbundled Network Elements in order to provide a Telecommunications Service to its End Users.

71.2.2 Brightspeed shall not separate UNEs requested by CLEC that Brightspeed currently combines in its network to provide local service. Brightspeed will provide CLEC access to UNE Combinations that Brightspeed ordinarily combines in its network without requiring CLEC to submit a BFR. CLEC must submit a BFR for UNE Combinations not considered "ordinarily combined," including those that: (1) Brightspeed does not provide services using such a Combination of Network Elements; or (2) Brightspeed does provide services using such Combination but such provisioning is extraordinary (i.e., a limited Combination of Network Elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances).

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

71.2.3 Upon CLEC's request, Brightspeed will perform the functions necessary to combine the UNEs requested by CLEC, provided that such combination:

a. is Technically Feasible, including that network reliability and security would not be impaired;

b. would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with Brightspeed's network;

c. does not impair Brightspeed's ability to retain responsibility for the management, control and performance of its network, or place Brightspeed at a disadvantage in operating its own network.

71.2.4 Any request by CLEC that Brightspeed provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 48.

71.2.5 CLEC will compensate Brightspeed for the costs of work performed to combine the requested UNEs pursuant to the rates in Table 1 or as agreed upon in the BFR process under Section 48.

71.2.6 The provisioning of combinations, including EEL, is limited to existing facilities and Brightspeed is not obligated to construct additional facilities to accommodate any request by CLEC.

71.2.7 In the event that Brightspeed denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with another service or Network Elements possessed by CLEC, Brightspeed shall provide written notice to CLEC of such denial and the basis thereof.

71.2.8 Upon request, Brightspeed will convert a Tariffed service or group of services, to the equivalent UNE/UNE combination that is available to CLEC pursuant to this Section, or will convert a UNE/UNE combination to the equivalent Tariffed service(s) (collectively Conversion). Brightspeed will charge, and CLEC agrees to pay, applicable non-recurring Service Order charges and conversion rates included in this Agreement and/or in the Tariff.

71.2.9 A Conversion will be considered a termination for purposes of any volume and/or term commitments or Grandfathered status between CLEC and Brightspeed.

71.3 Commingling

71.3.1 Intentionally Left Blank

71.3.2 Subject to other applicable provisions of this Agreement including prohibitions and restrictions, Brightspeed shall permit CLEC to Commingle a UNE or a Combination of UNEs with facilities or services obtained at wholesale from Brightspeed to the extent required by Applicable Law.

71.3.3 Brightspeed shall charge CLEC the non-recurring and recurring rates applicable to the UNEs, facilities or services that CLEC has obtained at wholesale from Brightspeed. If any Commingling requested by CLEC requires physical work to be performed by Brightspeed, Brightspeed shall charge CLEC, as noted on the BFR Quote.

71.3.4 Each component of the Commingled facility, either UNE or Tariff service, will be billed at the UNE or Tariff service rate for that component, plus applicable non-recurring charges. Brightspeed will not ratchet the price of individual components; that is, Brightspeed will not reflect a combination of UNE and Tariff rates for the same component.

71.4 Specific Combinations – EELs

71.4.1 In order to facilitate the provisioning of EELs, Brightspeed shall support the ordering and provisioning of this specific combination as set forth below.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

71.4.2 Where required under Applicable Law, Brightspeed will offer the combination of unbundled Local Loops with unbundled Dedicated Transport. Brightspeed will provide EELs at the applicable recurring and non-recurring charges as specified in Table 1 for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges, will apply. Brightspeed will cross-connect unbundled 2- or 4-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched Telephone Exchange Service to CLEC's End Users.

71.4.3 Multiplexing shall be provided as necessary as part of Dedicated Transport at the rates shown in Table 1.

71.4.4 In order to obtain the EEL combinations below, CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this Section. Brightspeed will offer the following EEL Combinations:

a. an unbundled DS1 loop in Combination, or Commingled, with a DS1 Dedicated Transport or DS3 or higher Dedicated Transport facility or service;

b. an unbundled DS3 loop in Combination, or Commingled, with a DS3 or higher Dedicated Transport facility or service;

c. an unbundled DS1 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service;

d. an unbundled DS3 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service;

e. an unbundled DS3 loop or DS3 or higher channel termination service.

71.4.5 EEL Eligibility Criteria

a. CLEC must have State certification to provide local voice service in the area being served by the EEL or, in the absence of a State certification requirement, CLEC must have complied with registration, Tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served by the EEL;

b. At the time of ordering and continually for the period in service, the following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL;

1. Each circuit to be provided to each CLEC customer, including each DS1 and each DS1-equivalent on a DS3 EEL, must be assigned one local number prior to the provision of service over the circuit;

2. Each DS1-equivalent circuit on a DS3 EEL or on any other High-Capacity EEL must have its own local telephone number assignment, so that each DS3 circuit has at least 28 local voice telephone numbers assigned to it;

3. Each circuit to be provided by CLEC to each End User will have 911 or E911 capability prior to the provision of service over that circuit;

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

4. Each circuit to be provided to each End User must terminate into a Collocation that meets one of the following requirements;

   a. a Collocation established pursuant to §251(c)(6) of the Act and located at Brightspeed's Premises within the same LATA as the CLEC's End User's Premises, when Brightspeed is not the collocator;

   b. CLEC's Collocation arrangement cannot be located at an Interexchange Carrier Point of Presence (POP) or an ISP POP; or

   c. a Collocation located at a third party's Premises within the same LATA as the CLEC's End User's Premises, when Brightspeed is the collocator.

5. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service Interconnection Trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an Interconnection arrangement with Brightspeed for the meaningful exchange of Local Traffic that flows in both directions, such Interconnection arrangement shall not satisfy this criteria, and

6. Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

71.5 Audits. In addition to any other audit rights provided for in this Agreement and those allowed by Applicable Law, Brightspeed may obtain an independent auditor to audit CLEC, on an annual basis, to determine CLEC's compliance with the conditions set out in this Section. For purposes of calculating and applying an "annual basis," it means a consecutive twelve (12) month period, beginning upon Brightspeed's written notice that an audit will be performed.

71.5.1 Should the independent auditor's report conclude that CLEC failed to comply in any material respects with the Eligibility Requirements of this Section, CLEC must submit orders to Brightspeed to either convert all non-compliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within thirty (30) Days of the date on which CLEC receives a copy of the auditor's report or otherwise discovers or is notified that a circuit does not meet the Eligibility Requirements. Should CLEC fail to submit conversion orders within the thirty (30) Day period, Brightspeed may initiate and effect such a conversion on its own without any further consent by CLEC.

71.5.2 CLEC must make accurate payments after the conversion orders are processed, and must true-up any difference in payments paid to Brightspeed with the appropriate Tariffed rates and charges CLEC would have owed Brightspeed beginning from the later of the date the non-compliant circuit was established as a UNE or Combination, in whole or in part, or the beginning of the Audit period.

71.5.3 CLEC also is responsible for paying all non-recurring charges associated with any disconnects or conversions, whether initiated by CLEC or Brightspeed pursuant to this provision.

71.5.4 In no event shall rates set under §252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the service Eligibility Requirements and conditions set forth in this Article for that UNE combination, arrangement, or circuit, as the case may be.

71.5.5 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the service Eligibility Requirements, CLEC shall reimburse Brightspeed for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the service Eligibility Requirements and for Brightspeed's necessary and reasonable internal costs incurred conducting the audit.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

71.5.6 CLEC will maintain the appropriate documentation to support its eligibility certifications, including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of one (1) year.

72. INTENTIONALLY LEFT BLANK

73. ROUTINE NETWORK MODIFICATIONS TO BRIGHTSPEED'S EXISTING NETWORK

73.1 At CLEC's request Brightspeed shall make Routine Network Modifications to UNE Loop or Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. Brightspeed shall perform Routine Network Modifications to UNE facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

73.2 A Routine Network Modification is an activity that Brightspeed regularly undertakes for its own customers. Routine Network Modifications may include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that Brightspeed ordinarily attaches to activate such UNE Loops or Transport facilities for its own End User. Routine Network Modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

73.3 Routine Network Modifications do not include: the construction of a new UNE Loop or Dedicated Transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or Building access arrangements; constructing and/or placing new manholes, handholds, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. Brightspeed is not obligated to perform these and other similar activities for CLEC.

73.4 Brightspeed will determine whether and how to perform Routine Network Modifications using the same network or outside plant engineering principles that would be applied in providing service to Brightspeed's End User.

73.5 If CLEC requests one or more unbundled Local Loops serviced by Integrated Digital Loop Carrier (IDLC), Brightspeed will, where available, move the requested unbundled Local Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Local Loop. If, however, no spare Local Loop facility is available for unbundling, Brightspeed will notify CLEC of the lack of available facilities.

73.6 Brightspeed will provide Routine Network Modifications based on the terms and conditions set out in this Article, at the prices in Table 1 or on Brightspeed's BFR price quote. The Parties agree that the Routine Network Modifications for which Brightspeed is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLECs as an ICB include, but are not limited to: adding an equipment case; adding a doubler or repeater including associated line card(s); installing a repeater shelf and any other necessary work and parts associated with a repeater shelf; and where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Dedicated Transport facility when ordered.

73.7 Brightspeed is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to End User-provided equipment.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE VII. INTENTIONALLY LEFT BLANK

74. INTENTIONALLY LEFT BLANK

75. INTENTIONALLY LEFT BLANK

76. INTENTIONALLY LEFT BLANK

77. INTENTIONALLY LEFT BLANK

78. INTENTIONALLY LEFT BLANK

79. INTENTIONALLY LEFT BLANK

80. INTENTIONALLY LEFT BLANK

81. INTENTIONALLY LEFT BLANK

82. INTENTIONALLY LEFT BLANK

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE VIII. ADDITIONAL SERVICES

83. NUMBER PORTABLITY

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

83.1.1 Coordinated Hot Cut (CHC): A combined and simultaneous effort between local service providers to perform the completion of a Local Service Request order.

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

83.1.3 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.

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

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

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

83.1.7 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.

83.2 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. CLEC shall provide NP to Brightspeed under no less favorable terms and conditions as when Brightspeed provides such services to CLEC. 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 carriers 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.

83.3 Testing

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

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

83.3.3 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.

83.3.4 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 CLEC or Brightspeed. Each Party shall, at each other's request, jointly perform tests to validate the updated operations.

83.4 A Party requesting a number to be ported must send the other providing Party a LSR. If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" and comply with applicable FCC rules, regulations and orders.

83.4.1 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

83.4.2 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 CLEC.

83.4.3 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.

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

83.4.5 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 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.

83.4.6 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.

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

83.4.8 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.

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

83.4.10 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

83.4.11 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.

83.4.12 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.

83.5 Cut-Over Process for Number Porting Orders

83.5.1 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.

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

83.5.2 Coordinated Hot Cuts (CHC)

a. Where the Parties agree or are required to implement a CHC to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs.

b. Pricing for Number Portability CHCs

1. When a Recipient Party orders CHC service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable Charges set forth in Table 1.

2. Coordination of Service Order work outside normal business hours shall be at requesting Party's expense. Premium and overtime rates will apply as applicable for Service Order work performed outside normal business hours, weekends, and holidays.

3. For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

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

84.1 Via Tariff or Separate Agreement. To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services, Brightspeed and CLEC 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 CLEC 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.

84.2 Pole Attachment & Conduit Occupancy Agreements. CLEC 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.

85. BASIC 911 AND E911 SERVICE

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

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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

85.2.1 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 CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, Brightspeed will route the call to the "Default" ESN assigned to CLEC'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 CLEC but no ALI record is found in the 911 DBMS, Brightspeed will report this "No Record Found" condition to CLEC in accordance with NENA standards.

85.2.2 Facilities and Trunking

a. Brightspeed will provide transport facilities to interconnect CLEC to Brightspeed's SR, at standard Brightspeed 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. Additionally, when diverse facilities are requested by CLEC, Brightspeed will provide such diversity where Technically Feasible and facilities are available 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.

b. Upon written request by CLEC, Brightspeed shall, in a timely fashion and at no charge, provide CLEC 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.

85.2.3 Database

a. Where Brightspeed manages the ALI Database, Brightspeed shall store CLEC'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 CLEC's End User 911 records. For such purposes, Brightspeed will provide CLEC with access to WebDBMS, which is a customer interface to the DBMS which restricts CLEC access to CLEC End User records only, and is used for viewing and coordinating electronic file processing of such End User records. Brightspeed shall provide CLEC with a password to the WebDBMS, and CLEC 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 CLEC's End User records received from CLEC. This report will be provided in a timely fashion in accordance with the methods and procedures to be provided to CLEC.

e. Where Brightspeed manages the ALI Database, Brightspeed shall provide CLEC with one electronic file containing the MSAG annually for each county in the State for which this Agreement is applicable, in which

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Brightspeed is the 911 Service Provider, and in which CLEC 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.

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

85.3.1 Call Routing

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

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

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

85.3.2 Facilities and Trunking

a. CLEC 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. CLEC or its agent will provision these transport facilities in accordance with applicable NENA standards. CLEC 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 CLEC 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. CLEC 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. CLEC acknowledges that End Users in a single Local Calling Area may be served by different SRs, and that CLEC 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. CLEC or its agent is responsible for providing a separate 911 Trunk group for each county or other geographic area that CLEC serves if the PSAP for such county or geographic area has a specified varying default routing condition. If CLEC 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 CLEC or required by the applicable PSAP or as otherwise necessary for the proper routing of 911 calls to the appropriate PSAP, then CLEC is responsible for ordering such transport facilities at CLEC's expense. These diverse transport facilities to interconnect the CLEC 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. CLEC 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. CLEC or its agent shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, CLEC shall order additional dedicated 911 facilities

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

from Brightspeed at the rates set forth in Table 1 or require its agent to order such facilities.

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

85.3.3 Selective Router Port Charges/Terminations for Connecting Companies

a. The CLEC 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 CLEC 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.

85.3.4 Database

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

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

c. CLEC shall provide initial and ongoing updates of CLEC's 911 records that are MSAG-valid in electronic format based upon established NENA standards. CLEC 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 CLEC. If Brightspeed detects an error in the CLEC provided data, the data shall be returned to the Company ID owner within two (2) Business Days from when it was provided to Brightspeed. CLEC 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. CLEC assumes all responsibility for the accuracy of the data that CLEC or their agent provides to Brightspeed.

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

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

85.3.5 Other

a. CLEC 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, CLEC shall promptly obtain the appropriate number of additional pANIs to be allocated to each PSAP as may be appropriate under the circumstances.

b. CLEC 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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

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.

85.4 Responsibilities of Both Parties

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

85.4.2 Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS trunking rather than CAMA MF trunking.

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

85.4.4 CLEC 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. CLEC 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 CLEC 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.

85.5 Intentionally Left Blank

85.6 Methods and Practices

85.6.1 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.

85.7 Ordering

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

85.7.2 CLEC is responsible for contacting appropriate PSAP(s) or state entity(ies) that have jurisdiction in the geographic area(s) in which CLEC 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.

85.8 Basis of Compensation

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

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

85.8.3 In satisfaction of CLEC 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 CLEC for all such costs provided that Brightspeed first notifies CLEC of the costs and obtains CLEC'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.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

85.9 Liability

85.9.1 911 Service is provided by Brightspeed subject to limitation of liability under Applicable Law and the following subsections.

85.9.2 Brightspeed's entire liability to CLEC 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 CLEC in providing 911 Service to its End Users in conjunction with applicable fire, police, and other public safety agencies. By providing 911 Service to CLEC, Brightspeed does not create any relationship or obligation, direct or indirect, to any third party other than CLEC. 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 CLEC provided facilities or equipment.

85.9.3 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.

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

86. DIRECTORY ASSISTANCE

86.1 The Parties acknowledge that Brightspeed is not a Directory Assistance (DA) provider. Brightspeed provides directory listings information for its subscribers to third party DA providers to be included in the national and local databases used by such third party providers. The Parties agree that to the extent the DA provider contracted by CLEC for DA services to CLEC's subscribers also populates the national DA database, then CLEC's DA listings have been made available to Brightspeed's subscribers and no further effort is needed by either Party. If for any reason, CLEC desires that Brightspeed act as a middleman conduit for the placement of CLEC'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 CLEC which will be attached to this Agreement as an Amendment.

87. DIRECTORY LISTINGS SERVICE

87.1 These requirements pertain to Brightspeed's Listings Service Request process that enables CLEC to (a) submit CLEC End User information for inclusion in Directory Listings databases; and (b) submit CLEC End User information for inclusion in published directories.

87.2 When implemented by the Parties, Brightspeed shall accept orders on a real-time basis via Electronic Interface in accordance with OBF Directory Service Request standards. For manual orders, Brightspeed shall create a standard format and order process by which CLEC can place an order with a single point of contact within Brightspeed.

87.3 Brightspeed will provide to CLEC the following Directory Listing Migration Options:

87.3.1 Migrate "As Is." Retain all white page listings for the End User in both DA and DL. Transfer ownership and billing for white page listings to CLEC.

87.3.2 Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.

87.4. Brightspeed shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:

87.4.1. LISTED means the listing information is available for all directory requirements;

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

87.4.2. NON-LISTED means the listing information is available for all directory assistance purposes, but the information does not appear in the published directory;

87.4.3. NON-PUBLISHED means that the listing information is not available in either the published directory or directory assistance.

87.5. Based on changes submitted by CLEC, Brightspeed shall update directory listings data for CLEC End Users who:

87.5.1 Disconnect Service;

87.5.2 Change Local Provider;

87.5.3 Install Service;

87.5.4 Change any service which affects DA information;

87.5.5 Specify Non-Solicitation; and

87.5.6 Change categories from Non-Published, Non-Listed, or Listed.

87.6. The charge for storage and maintenance of CLEC End User information in the DL system is included in the rates where CLEC is buying UNE Loops with respect to specific addresses. If CLEC does not purchase UNE Loops, CLEC shall pay for such storage and maintenance services at the rate reflected on Table 1.

87.7 CLEC acknowledges that certain directory functions are not performed by Brightspeed but rather are performed by and are under the control of the directory publisher, and Brightspeed shall not have any liability to CLEC for any acts or omissions of the publisher.

87.8 CLEC acknowledges that for a CLEC End User's name to appear in a directory, CLEC must either (i) submit an LSR reflecting a request for directory listing, or (ii) contract directly with the publisher. If CLEC wants to delete an End User listing from Brightspeed's database (e.g. if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR. All orders will be subject to applicable charges reflected on Table 1.

87.9 CLEC shall provide directory listings to Brightspeed pursuant to the directory listing and delivery requirements in the data format currently used by Brightspeed, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the Parties.

87.10 Traditional White Pages Listings.

87.10.1 Brightspeed shall include in its master End User system database all white pages listing information for CLEC End Users whose information was properly submitted using an LSR.

87.10.2 When CLEC purchases UNE Loops at a specific address, one basic White pages listing for each CLEC End User is included in the rates in Table 1. If CLEC requests a listing for an address where CLEC is not buying UNE Loops, CLEC shall pay for all requested listings for such address at the rate reflected on Table 1. A basic White Pages listing is defined as a customer name, address and one primary telephone number.

87.10.3 CLEC agrees to provide customer listing information for CLEC's subscribers to Brightspeed, at no charge. Brightspeed will provide CLEC with the appropriate format for provision of CLEC customer listing information to Brightspeed. The Parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable.

87.10.4 CLEC will be charged a Service Order entry fee upon submission of Service Orders into Brightspeed's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into Brightspeed's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

87.10.5 CLEC End User listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC End Users.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

87.10.6 In addition to a basic White Pages listing, Brightspeed will provide Tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer to CLEC's End Users.

87.10.7 Brightspeed will accord CLEC End User listing information the same level of confidentiality that Brightspeed accords its own proprietary customer listing information. Brightspeed shall ensure that access to CLEC End User proprietary listing information will be limited solely to those of Brightspeed and Brightspeed's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Brightspeed will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.

87.10.8 Brightspeed will provide CLEC's End User listing information to any third party to the extent required by Applicable Rules.

87.11 Other Directory Services.

87.11.1 Both parties acknowledge that Brightspeed's directory publisher is not a party to this Agreement and that the provisions contained in this Agreement are not binding upon Brightspeed's directory publisher.

87.11.2 Brightspeed agrees to include critical contact information pertaining to CLEC in the Information Pages of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

87.11.3 The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE IX. COLLOCATION

88. SCOPE OF COLLOCATION TERMS

88.1 Brightspeed will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to Brightspeed pursuant to the Act (including 47 U.S.C. §251(c)(2)) and for obtaining access to Brightspeed's UNEs pursuant to the Act (including 47 U.S.C. §251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. §251(c)(6)).

88.2 Prices and fees for Collocation and other services under this Agreement are contained in Table 2.

88.3 This Agreement states the general terms and conditions upon which Brightspeed will grant to CLEC the non-exclusive right to gain access to and occupy the Collocation space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing Telecommunications Service upon submission of an approved and provisioned Application for Collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by Brightspeed or others in accordance with this Agreement.

89. TERMINATION OF COLLOCATION SPACE

89.1 CLEC may terminate occupancy in a particular Collocation space upon thirty (30) Days prior written notice to Brightspeed. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation space. CLEC shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to Brightspeed until such date as CLEC has fully vacated the Collocation space. CLEC will surrender the Collocation space to Brightspeed in the same condition as when first occupied by CLEC, except for ordinary wear and tear.

89.2 CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

89.3 Upon termination of CLEC's right to possession of a Collocation space, CLEC shall surrender possession and vacate the Collocation space within thirty (30) Days. Failure to surrender the Collocation space within thirty (30) Days shall be considered abandonment and Brightspeed will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.

89.4 Should Brightspeed under any Section of this Agreement remove any of CLEC's equipment from its Collocation space, Brightspeed will deliver to CLEC any equipment removed by Brightspeed only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Brightspeed under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Brightspeed under this Agreement as if by a Bill of Sale. Nothing herein shall limit Brightspeed from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation space, including any other remedy provided in this Agreement.

89.5 CLEC shall surrender all keys, access cards and Brightspeed-provided photo Identification cards to the Collocation space and the Building to Brightspeed, and shall make known to Brightspeed the combination of all combination locks remaining on the Collocation space.

89.6 If it becomes necessary in Brightspeed's reasonable judgment, and there are no other reasonable alternatives available, Brightspeed shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Brightspeed-provided facility in order to fulfill its common carrier obligations, any order or rule of the State Commission or the FCC, or Brightspeed's Tariffs to provide Telecommunications Services to its End User customers. In such cases, Brightspeed will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

89.7 If it becomes necessary in Brightspeed's reasonable judgment, and there are no other reasonable alternatives, Brightspeed shall have the right to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Brightspeed, in which event, Brightspeed shall pay all moving costs, and the contractual monthly fees paid by CLEC for the affected Collocation shall remain the same.

90. COLLOCATION OPTIONS

90.1 Brightspeed will offer Collocation space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Brightspeed shall make cageless Collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia now iconectiv GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

90.2 Where space permits, Brightspeed will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. Brightspeed will provide guidelines and specifications upon request. Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At CLEC's option, Brightspeed will permit CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at CLEC's sole expense. CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill CLEC directly for all work performed for CLEC and Brightspeed will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local Brightspeed Building contact with one access key used to enter the locked enclosure. Except in case of emergency, Brightspeed will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

90.2.1 Brightspeed has the right to review CLEC's plans and specifications prior to allowing construction to start. Brightspeed will complete its review within fifteen (15) Days of receipt of such plans. Brightspeed has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Brightspeed can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.

90.3 CLEC may allow other Telecommunications Carriers to share its caged Collocation arrangement pursuant to terms and conditions agreed to by CLEC (Host) and other Telecommunications Carriers (Guests). CLEC will notify Brightspeed in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for Collocation space as set forth in this Agreement.

90.3.1 As Host, CLEC will be the sole interface and responsible party to Brightspeed for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other Sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Brightspeed will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.

90.3.2 Brightspeed will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have Interconnection agreements with Brightspeed utilize a shared Collocation cage, Brightspeed will permit each CLEC to order UNEs and provision service from the shared Collocation space, regardless of which CLEC was the original collocator.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

90.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation space, including payment of all charges.

90.4 Brightspeed will provide adjacent Collocation arrangements (Adjacent Arrangement) where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Brightspeed property where the adjacent structure (such as a controlled environment vault or similar structure) will be placed. If a mutual agreement cannot be reached, Brightspeed will decide the location, subject to zoning or other State and local regulations and future use by Brightspeed or other requesting Telecommunications Carriers pursuant to an application submitted under Section 92.

90.4.1 CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the Brightspeed Point of Interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.

90.4.2 Brightspeed maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). Brightspeed will complete its review within thirty (30) Days of site selection and receipt of plans, except that such time period may be extended if any delay is due to the actions of CLEC. Brightspeed may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Brightspeed may require CLEC to correct any deviations from approved plans found during such inspection(s).

90.4.3 Brightspeed will only permit DC power to be used for collocated equipment. and CLEC shall obtain such power for its collocated equipment from Brightspeed. CLEC agrees to convert any existing self-provided power equipment to Brightspeed-provided power within a reasonable timeframe, not to exceed six months, after the execution of this Agreement. Brightspeed will provide 110v AC power for occasional technician courtesy use, as requested, subject to it being Technically Feasible.

90.4.4 Subject to CLEC being on the waiting list, in the event that space in a Brightspeed Premises becomes available, Brightspeed will provide the option to CLEC to relocate its equipment from an Adjacent Facility into the Brightspeed Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent Collocation arrangement and charges applicable for Collocation within the Brightspeed Premises.

90.5 To the extent possible, Brightspeed will provide CLEC with contiguous space for any subsequent request for Physical Collocation space, but makes no assurances that contiguous space will be available.

90.6 Brightspeed will provide Virtual Collocation in accordance with Applicable Law.

90.6.1 CLEC must purchase the electronic and peripheral equipment that meets applicable FCC requirements, and in consideration of $1 and the other benefits derived by CLEC from such Virtual Collocation arrangement, CLEC will lease such equipment to Brightspeed for the sole purpose of having Brightspeed install and maintain the equipment in accordance with terms and conditions of this Agreement. Upon termination of the Virtual Collocation arrangement, CLEC is responsible for the cost of removing the equipment from the Premises.

90.6.2 Brightspeed does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.

90.6.3 Brightspeed will install, maintain, and repair CLEC's equipment needed for the Virtual Collocation within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Brightspeed, Brightspeed's Affiliates or third parties.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Rates for these services will be developed during the application process and must be accepted by CLEC prior to Brightspeed's commencement of work. The following services are not covered by this Agreement:

a. services to resolve software or hardware problems resulting from products provided by parties other than Brightspeed or causes beyond the control of Brightspeed;

b. service of attached, related, collateral or ancillary equipment or software not covered by this Section;

c. repairing damage caused to CLEC's Virtually Collocated equipment by persons other than Brightspeed, or its authorized contractors; or

d. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of Brightspeed.

90.6.4 CLEC warrants that Brightspeed shall have quiet enjoyment of the Virtually Collocated equipment. Brightspeed will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of Brightspeed and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Brightspeed. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow Brightspeed manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

a. In the event Brightspeed's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Brightspeed may give written notice to CLEC and all of Brightspeed's obligations relating to the affected equipment shall terminate immediately.

90.6.5 Brightspeed's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates on Table 2 or as filed in a Tariff and approved by the Commission.

91. DEMARCATION POINT

91.1 Brightspeed will designate the point of demarcation between Brightspeed's equipment and CLEC's collocated equipment, which point of demarcation shall be in or adjacent to its Collocation space unless otherwise mutually agreed to by the Parties. At CLEC's request, Brightspeed will identify the location(s) of other possible Demarcation Points available to CLEC, and CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and Brightspeed's equipment. Brightspeed will use its best efforts to identify the closest Demarcation Point to CLEC's equipment that is available.

91.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the Demarcation Point.

91.3 At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation space that may, at CLEC's option, serve as the Demarcation Point. If CLEC elects not to provide a POT frame, Brightspeed will agree to handoff the Interconnection cables to CLEC at its equipment, at CLEC's designated Demarcation Point. When CLEC elects to install its own POT frame/cabinet, Brightspeed must still provide and install the required DC power panel.

92. APPLICATION PROCESS

92.1 CLEC will submit the appropriate form when initially requesting Collocation space, or modifying the use of the Collocation space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.

92.1.1 CLEC will complete the Application, and return it, along with the appropriate Application Fee, to Brightspeed. The Application shall include complete details of the Collocation and Interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Brightspeed will not process an Application until both the Application and the applicable Application fee are received.

92.1.2 In the event CLEC desires to modify or decommission the use of the Collocation space in a manner that requires additional engineering or preparation work by Brightspeed (an Augment), CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. In addition to the Application Augment Fee, CLEC will pay all such charges billed by Brightspeed to recover the direct costs of work performed for CLEC's benefit.

92.1.3 Where CLEC modifies the use of the Collocation space or adds equipment that requires no additional engineering or preparation work on the part of Brightspeed, Brightspeed will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify Brightspeed of the modifications or additional equipment prior to installation.

92.2 If CLEC wishes Brightspeed to consider multiple methods for Collocation on a single Application, CLEC will include in each Application a prioritized list of its preferred methods of collocating (e.g., caged, shared, or other), as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Brightspeed to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, Brightspeed may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one Collocation arrangement will be provisioned per Application. Brightspeed will not select for CLEC the type of Collocation to be ordered.

92.3 Within ten (10) Days after receiving CLEC's Application for Collocation, Brightspeed will inform CLEC whether the Application meets each of Brightspeed's established Collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for Collocation within ten (10) Days after being informed of them, CLEC shall retain its original position within any Collocation queue that Brightspeed maintains. If Brightspeed informs CLEC that there is a deficiency in an Application, Brightspeed will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.

92.4 All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.

92.5 Brightspeed shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.

92.5.1 Brightspeed will notify CLEC in writing as to whether its request for Collocation space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.

92.5.2 In order to increase the amount of space available for Collocation, Brightspeed will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for Collocation.

92.6 After notifying CLEC that Brightspeed has no available space for Physical Collocation in the requested Central Office (Denial of Application), Brightspeed will allow CLEC, upon request, to

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Brightspeed within five (5) Days of the Denial of Application.

92.6.1 If CLEC contests Brightspeed's notice that there is not sufficient space for Physical Collocation in the Central Office, the matter will be handled pursuant to the Dispute Resolution provisions of this Agreement, and the Parties agree to request expedited resolution of the dispute if the dispute is ultimately submitted to the State Commission for determination as to whether or not Brightspeed meets the demonstration requirement of §251(c)(6) of the Act. If the Commission determines that space is not available, Brightspeed will not be required to conduct a review of floor space availability in the same Central Office more frequently than once every six (6) months.

92.6.2 On a first come, first serve basis, Brightspeed will maintain a waiting list of requesting carriers who have either (i) received a Denial of Application for lack of space, or (ii) have submitted a Letter of Intent to collocate where it is publicly known that the Premises is out of space. Brightspeed will place CLEC on the waiting list for Collocation in a particular Premises according to the date CLEC submitted its complete Application, together with the applicable fee, and not the date of denial for lack of space.

92.6.3 Brightspeed will simultaneously notify the Telecommunications Carriers on the waiting list when space becomes available if there is enough space to accommodate additional Collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied Physical Collocation space at a Brightspeed Premises and challenges Brightspeed on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its Collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Brightspeed will advise CLEC as to its position on the list.

92.6.4 If CLEC's Application for Physical Collocation is denied due to lack of space, Brightspeed will place CLEC on the waiting list for Collocation in particular Premises according to the date CLEC submitted its complete Application together with the applicable fee, and not the date of denial for lack of space.

92.7 Brightspeed will provide a price quote within thirty (30) Days of receipt of a complete and accurate single Application and applicable Application fee. The price quote response period will be increased by one Day for every additional Application received from CLEC on that same Day.

92.8 CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation space is not reserved until the quotation is accepted. Brightspeed need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Brightspeed, CLEC does not notify Brightspeed within the time period specified that Physical Collocation should proceed.

92.9 CLEC will indicate its intent to proceed with equipment installation in a Brightspeed Premises by accepting the price quote, which constitutes a Bona Fide Firm Order (BFFO). If CLEC makes changes to its Application in light of Brightspeed's written Application Response, Brightspeed may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a revision under Section 92.4.

92.10 Space preparation for the Collocation space will not begin until Brightspeed receives the BFFO and all applicable fees, including all non-recurring charges required by Brightspeed at the time of the BFFO.

92.11 All price quotes accepted by CLEC along with the associated Applications will become binding attachments to this Agreement and will control the respective billing, payment, use, and provisioning obligations of the Parties.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

93. SPACE RESERVATION

93.1 The Parties may reserve Physical Collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 91. Neither Brightspeed, nor any of its Affiliates, will reserve space for future use on terms more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own future use.

94. PROVISIONING INTERVALS

94.1 Unless otherwise agreed to by the Parties, Brightspeed will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of Brightspeed's receipt of a BFFO, unless such arrangements require special construction, in which case the additional time necessitated by such special construction will be specified as part of Brightspeed's quote. If Brightspeed or CLEC is unable to complete construction as provided herein, the Parties will agree to a mutually acceptable interval or Brightspeed may petition the Commission for waiver.

95. CONSTRUCTION AND COMMENCEMENT OF BILLING

95.1 Brightspeed, in its sole discretion, may permit CLEC or its designated subcontractor to perform the construction of Physical Collocation space. If CLEC self-provisions the construction of a Physical Collocation arrangement, CLEC is required to contract with a Brightspeed approved Contractor to perform all work, provided however, that any such CLEC subcontractor shall be subject to Brightspeed's security standards. Brightspeed reserves the right to reject any CLEC subcontractor upon the same criteria that Brightspeed would use on its own subcontractors. CLEC will notify Brightspeed in writing when construction of Physical Collocation space is complete. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.

95.2 Brightspeed shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to Brightspeed when CLEC has completed its installation of equipment and facilities in the Collocation space, and Brightspeed may conduct such inspection at any time within five (5) Business Days of receipt of such notice. During such inspection, Brightspeed will identify any non-compliant installations or deficiencies that need to be corrected before CLEC can turn up the equipment and facilities. CLEC shall have the right to be present at such inspection, and CLEC will correct any non-compliant installations or deficiencies within five (5) Business Days after the inspection and modify its installation to achieve compliance prior to turning up its equipment and facilities. CLEC will notify Brightspeed when such corrections have been completed, and Brightspeed may repeat the inspection process. CLEC may turn up its equipment and facilities if Brightspeed does not conduct an inspection within the five (5) Days after receipt of notice that such installation or correction is complete. If CLEC does not turn up its equipment and facilities within sixty (60) Days after the later of (i) the date that Brightspeed has notified CLEC of completion of construction or (ii) the Projected Implementation Date as the same may be revised in accordance with this Agreement, then CLEC shall be deemed to have cancelled its order and the provisions of this Agreement shall apply with respect to surrender and vacation of the Collocation space and the disposition of any of CLEC's equipment. Failure of Brightspeed to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Brightspeed not to inspect such Collocation space.

95.3 To the extent Brightspeed performs the construction of the Physical Collocation Arrangement, Brightspeed shall construct the Collocated space in compliance with a mutually agreed to Collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by Brightspeed as the result of any revision to the Collocation request, which shall be subject to Section 92.4. CLEC will pay all applicable fees, including any nonrecurring charges required by Brightspeed, prior to Brightspeed commencing construction of the Collocation space.

95.4 CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Brightspeed to prepare any Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space which may be required by Applicable Law for CLEC's equipment on a going-forward basis. Extraordinary costs may

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and State requirements, or other modifications required by local ordinances. Brightspeed will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Brightspeed must advise CLEC if extraordinary costs will be incurred.

95.5 Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.

95.6 Brightspeed will notify CLEC when construction of a Collocation space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation space. Brightspeed will commence to correct any deviations to CLEC's original or jointly amended requirements within five (5) Days after the walk through. If CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation space construction is complete, CLEC will be deemed to have accepted the Collocation space and billing will commence.

95.7 CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse Brightspeed for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

96. EQUIPMENT

96.1 CLEC may only locate equipment necessary for Interconnection to Brightspeed or accessing Brightspeed's Unbundled Network Elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. §251(C)(3), 47 U.S.C. §251(C)(2), and 47 C.F.R. §51.323(b-c).

96.2 CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. CLEC is responsible for the shipping and delivery of all equipment or materials associated with the Collocation arrangement, and CLEC shall instruct equipment vendors to ship equipment or materials directly to CLEC or its Brightspeed approved contractor on CLEC's behalf. No CLEC equipment or supplies may be delivered, other than by CLEC or its Brightspeed approved contractor, to a Premises containing the Collocation space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation space.

96.3 All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia now iconectiv Network Equipment and Building Specifications (NEBS), but Brightspeed will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If Brightspeed denies Collocation of CLEC's equipment, citing safety standards, Brightspeed must provide to CLEC within five (5) Business Days of the denial a list of all equipment that Brightspeed locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Brightspeed contends the competitor's equipment fails to meet. In the event that Brightspeed believes that the collocated equipment is not necessary for Interconnection or access to Unbundled Network Elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the Collocation space. If the Parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, CLEC will not install said equipment.

96.4 CLEC must notify Brightspeed in writing that Collocation equipment installation is complete and is operational with Brightspeed's network. If CLEC fails to place operational Telecommunications Equipment in the collocated space and either interconnect to Brightspeed or install UNEs to its Collocation arrangement (per 47 U.S.C. 251 §251(c)(6)) within one-hundred eighty (180) Days of CLEC's acceptance of Brightspeed's price quote, or other time period mutually agreed to by CLEC and Brightspeed, Brightspeed may terminate the applicable Collocation space upon written notice. CLEC will reimburse Brightspeed for any actual

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

96.5 If CLEC has provisioned services to any customers without being in compliance with the terms of this Agreement governing Collocation arrangements and the installation and operation of equipment within a Collocation arrangement, CLEC will be billed access rates for all services for the period beginning with the installation of the services until the Collocation arrangement is brought into compliance.

97. AUGMENTS AND ADDITIONS

97.1 When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Brightspeed, Brightspeed may not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify Brightspeed of the modifications or additional equipment prior to installation.

97.2 In the event CLEC desires to modify or decommission the use of the Collocation space in a manner that requires additional engineering or preparation work by Brightspeed, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. A major or minor Augments contained in Table 2 fee will apply.

97.2.1 Major Augments are those requests that include, but may not be limited to, one or more of the following:

a. require additional AC or DC power or add or remove power cables,

b. add equipment that generates additional BTUs of heat,

c. require additional floor space,

d. add or remove cable terminations and/or entrance cables,

e. require installation of cable racking or other support structures, or

f. request additional cross connects for access to Unbundled Network Elements that exceed 2000 DS-0s or 168 DS-1s or 96 DS-3s. Augment requests that mix DS-0, DS-1, and/or DS-3 cross connects will be evaluated on an ICB basis.

97.2.2 Minor Augments are those requests that:

a. do not meet the requirements for a major Augment,

b. do not involve exceeding the capacity of the existing electrical/power or HVAC system,

c. request additional cross connects for access to Unbundled Network Elements that use existing panels, relay racks, and racking and do not exceed the listed major Augment cross connect quantities, or

d. do not require power work-arounds (e.g., changing a DC power fuse or extending occasional use AC power circuits).

97.3 CLEC must submit an Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for CLEC's point of termination. The price quote will contain the charges and the construction interval for that application. Under normal circumstances, the construction interval for Augments will not exceed ninety (90) Days from Brightspeed's receipt of a BFFO. If special or major construction is required, Brightspeed will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for Augments.

98. USE OF COMMON AREAS

98.1 CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Brightspeed from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation space,

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

corridors and other access ways from the entrance to the Building, the Collocation space, and the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation space; provided, however, that Brightspeed shall have the right to reserve parking spaces for Brightspeed's exclusive use or use by other occupants of the Building. Brightspeed does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. Brightspeed does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Brightspeed, and Brightspeed shall have the right to change the level, location and arrangement of parking areas and other common areas, as Brightspeed may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Brightspeed may from time to time impose, consistent with CLEC's right to access its Collocation space. Notwithstanding the above, Brightspeed may restrict access to such areas or facilities on grounds of security, and Brightspeed may require that a Brightspeed employee accompany CLEC's personnel or representatives. Brightspeed shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four (24) hours a day, seven (7) days a week access to CLEC's equipment and space.

98.2 Brightspeed, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Brightspeed, for the non-exclusive use of CLEC, Brightspeed and any other Building occupant. CLEC shall not waste or permit the waste of water.

98.3 Brightspeed shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation space, Brightspeed shall provide no security specific to CLEC's Collocation space. Brightspeed shall not be liable to CLEC or any other party for loss of or damage to the Collocation space or CLEC equipment unless Brightspeed has failed to provide Building and Premises security in accordance with its normal business practices.

98.4 Brightspeed shall furnish, to the same extent it provides to itself and Affiliates, passenger elevator service as necessary to reach the Collocation space or common areas to which CLEC has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Brightspeed.

99. CO-CARRIER CROSS CONNECTION

99.1 CCXCs are only available when both Collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Brightspeed Premises, provided that the collocated equipment is also used for Interconnection with Brightspeed and/or for access to Brightspeed's Unbundled Network Elements or where otherwise contemplated by specific reference in this Agreement. Brightspeed shall provide such CCXCs from CLEC's Collocation arrangement to the Collocation arrangement of another Telecommunications Carrier in the same Brightspeed Premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another Telecommunications Carrier.

99.1.1 Brightspeed will provide such CCXCs for non-adjacent Collocation arrangements at the expense of CLEC per CLEC's request. Brightspeed will provide connections between CLEC's own non-adjacent Virtual and/or Physical Collocation arrangements within the same Central Office at the expense of CLEC and provisioned per CLEC's order.

99.2 The term Adjacent in this Section refers to Collocation arrangements in the same Premises that share a common lateral border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. §51.323(k)(3).

100. RATES

100.1 The rates for Collocation are listed on Table 2.

100.2 If CLEC is the first collocator in the Brightspeed Premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocator requests for Collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, Remote Switch module related options and POT bay-related options.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

100.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB. If Brightspeed is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, Brightspeed will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Brightspeed benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Brightspeed be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Brightspeed shall absorb all of the costs related to such an upgrade.

100.4 Facility Modifications

100.4.1 To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.

100.4.2 If a non-requesting party benefits from the modification, e.g., using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.

100.4.3 None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.

100.4.4 If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

100.4.5 Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

101. BRIGHTSPEED SERVICES AND OBLIGATIONS

101.1 Brightspeed shall furnish air conditioning and/or other environmental controls for the area in which the Collocation space is located in a manner consistent with those provided elsewhere in the Building. Brightspeed shall furnish air conditioning and/or other environmental controls for the Collocation space based on information provided by CLEC to Brightspeed in its Application which CLEC hereby represents to Brightspeed is sufficient to allow CLEC equipment to function without risk of harm or damage to the Collocation space, the Building or any equipment or facilities of Brightspeed or any other occupant of the Building. These environmental conditions shall adhere to Telcordia now iconectiv Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

101.1.1 If CLEC locates equipment or facilities in the Collocation space which Brightspeed determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Brightspeed in the Building, Brightspeed reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Brightspeed. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for Collocation.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

101.1.2 CLEC's refusal to be responsible for the cost of any necessary air conditioning or other environmental controls shall constitute acceptable grounds for denial of Collocation for technical reasons.

101.2 Brightspeed shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, Interconnection, or provision of service; except that Brightspeed is not obligated to Augment available DC capacity solely to meet CLEC's needs unless CLEC offers to pay for such Augmentation and such Augmentation can be effected within applicable engineering, building and electrical code requirements.

101.2.1 Brightspeed does not warrant or ensure the reliability or quality of the electric service which is provided to its Buildings or any Collocation Space within such Buildings. Brightspeed reserves the right to make changes to the primary and backup electric service within Buildings where CLEC has Collocation Space, subject to the following: (a) the primary electric service shall continue to be capable of serving the same load that existed at the Building prior to any change, taking into account existing equipment and operations of both Brightspeed and CLEC within the Building, and (b) written notice describing the nature of the change shall be given to CLEC sufficiently in advance should Brightspeed believe such change will impact power delivered to CLEC to reasonably enable CLEC to adjust, replace, reconfigure or augment the service to its Collocation Space or the equipment within such Collocation Space, at its own cost, to coordinate with the electric service which will be available in the Building.

101.2.2 CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of CLEC's equipment shall not exceed the requested capacity.

101.2.3 Central Office power supplied by Brightspeed into CLEC's equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the Parties.

101.2.4 Brightspeed power equipment supporting CLEC's equipment shall:

a. Comply with applicable industry standards (e.g., Telcordia now iconectiv, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at Parity with that provided for similar Brightspeed equipment;

b. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at Parity with that provided for similar Brightspeed equipment;

c. Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;

d. Provide Central Office ground, connected to a ground electrode located within the Collocated space, at a level above the top of CLEC equipment plus or minus two (2) feet to the left or right of CLEC's final request; and

e. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's Collocation request.

101.2.5 Brightspeed shall provide cabling that adheres to Telcordia now iconectiv Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2.

101.2.6 Brightspeed shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

101.2.7 Brightspeed will provide CLEC with written notification within ten (10) Business Days of any scheduled DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in Brightspeed facility. Brightspeed shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.

101.2.8 If Brightspeed, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by CLEC in the Collocation space, and thereby poses a potential liability or additional cost to Brightspeed's own operations, Brightspeed may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Brightspeed for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation space. CLEC shall also pay for additional electricity provided via these circuits.

a. CLEC's refusal to be responsible for the cost of any necessary electrical circuits shall constitute acceptable grounds for denial of Collocation for technical reasons.

101.3 Brightspeed shall provide fire protection systems in Brightspeed Buildings and on Brightspeed Premises as required by Federal and State regulatory rules and in full compliance with local ordinances. Brightspeed shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.

101.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation space by Brightspeed as required by applicable fire codes.

101.3.2 Brightspeed and Brightspeed's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide Brightspeed and Brightspeed's insurance carriers access to the Collocation space for purposes of such inspections, via pass key or otherwise. Brightspeed agrees to provide CLEC with notice of its intent to access CLEC's Collocation space where, in Brightspeed's sole discretion, such notice is practicable; provided, however, that no failure of Brightspeed to give such notice will affect Brightspeed's right of access or impose any liability on Brightspeed. Brightspeed will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse Brightspeed for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, CLEC shall, if at fault, and at Brightspeed's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify Brightspeed.

101.3.3 CLEC is aware the Collocation space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Brightspeed is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the willful misconduct of Brightspeed, its officers, agents or employees.

101.4 Brightspeed shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation space, Building and Premises, in a manner consistent with Brightspeed's normal business practices.

101.4.1 Brightspeed shall not be obligated to inspect the Collocation space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If Brightspeed shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delays are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to Brightspeed, to make such repairs or perform such maintenance and to deduct

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

that cost and expenses from the Physical Collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

101.4.2 Brightspeed shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation space; provided, however, that Brightspeed shall have no obligation to provide such notice if Brightspeed determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Brightspeed. CLEC shall pay Brightspeed for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation space.

101.4.3 The cost of all repairs and maintenance performed by or on behalf of Brightspeed to the Collocation space which are, in Brightspeed's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to Brightspeed within ten (10) Days after being billed for the repairs and maintenance by Brightspeed.

101.5 Brightspeed shall provide CLEC with notice via email three (3) Business Days prior to those instances where Brightspeed or its subcontractors perform work which is known to be a Service Affecting activity. Brightspeed will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Brightspeed learns that such outage has occurred.

101.6 Brightspeed reserves the right to stop any service when Brightspeed deems such stoppage necessary by reason of a Force Majeure Event or as a result of an accident or emergency, or for repairs, improvements or otherwise; however, Brightspeed agrees to use its best efforts not to interfere with CLEC's use of Collocation space. Brightspeed does not warrant that any service will be free from interruptions caused by Force Majeure Events.

101.6.1 No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation space or any part thereof, or render Brightspeed liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement.

101.7 Brightspeed shall have access to CLEC's Physical Collocation space at all times, via pass key or otherwise, to allow Brightspeed to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Brightspeed, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of CLEC's Collocation space has been established, and if conditions permit, Brightspeed will provide CLEC with notice (except in emergencies) of its intent to access the Collocation space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

101.7.1 Brightspeed may enter the Collocation space for the purposes of examining or inspecting same and of making such repairs or alterations as Brightspeed deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation space, and any other loss occasioned by the exercise of Brightspeed's access rights, except in the event such damages result solely from the willful misconduct of Brightspeed.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

101.7.2 Brightspeed may use any means Brightspeed may deem proper to open Collocation space doors or enclosures in an emergency. Entry into the Collocation space obtained by Brightspeed by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation space or any portion thereof.

102. CLEC'S OBLIGATIONS

102.1 CLEC shall regularly inspect the Collocation space to ensure that the Collocation space is in good condition. CLEC shall promptly notify Brightspeed of any damage to the Collocation space or of the need to perform any repair or maintenance of the Collocation space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation space). CLEC shall provide regular janitorial service to its Collocation space and keep the Collocation space clean and trash free.

102.2 CLEC agrees to abide by all of Brightspeed's security practices for non-Brightspeed employees with access to the Building, including, without limitation:

102.2.1 CLEC must obtain non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by Brightspeed for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation space.

102.2.2 CLEC will supply to Brightspeed the completed access form for employees or approved vendors who require access to the Premises. Brightspeed may reasonably deny access to any person into the Building. Brightspeed's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Brightspeed. Brightspeed may issue security cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise Building security. The rate for the issuance of security cards is listed on Table 2.

102.2.3 CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation space. All cards, codes, or keys must be returned upon termination of the applicable Collocation space. CLEC will reimburse Brightspeed actual costs due to unreturned or replacement cards, codes, or keys.

102.2.4 In the event that a key is lost, CLEC is responsible for costs associated with recoring locks and reissuing keys to Brightspeed and other parties authorized to access the Premise.

102.2.5 CLEC's employees, agents, invitees and vendors must display identification cards at all times.

102.2.6 CLEC will assist Brightspeed in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.

102.2.7 Removal of all furniture, equipment or similar articles will be based on local Brightspeed security practices. These security practices will not be more stringent for CLEC than Brightspeed requires for its own employees or Brightspeed's contractors.

102.2.8 Before leaving the Collocation space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation space. Any injury to persons or damage to the property of Brightspeed or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify Brightspeed from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this Section.

102.2.9 CLEC agrees that Brightspeed may provide a security escort for Physical Collocation, at no cost or undue delay to CLEC, to CLEC personnel while on

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Brightspeed Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation space, if so requested.

102.2.10 CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for twenty-four (24) hour emergency use by Brightspeed. CLEC shall promptly update this information as changes occur.

102.3 CLEC will provide Brightspeed with written notification within ten (10) Business Days of any scheduled DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Brightspeed equipment located in CLEC facility. CLEC shall provide Brightspeed immediate notification by telephone of any emergency power activity that would impact Brightspeed equipment.

102.4 CLEC shall not provision and/or install Uninterruptible Power Supply (UPS) systems within the Brightspeed Premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.

102.5 CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation space.

102.6 CLEC shall provide Brightspeed with written notice three (3) Business Days prior to those instances where CLEC or its subcontractors perform work, which is to be a known Service Affecting activity. CLEC will inform Brightspeed by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that Brightspeed can take any action required to monitor or protect its service.

102.7 CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation space. If requested by CLEC and at CLEC's expense, Brightspeed will provide basic telephone service with a connection jack in the Collocation space.

102.8 CLEC shall, with the prior written consent of Brightspeed, have the right to provide additional fire protection systems within the Collocation space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation space.

102.8.1 If any governmental bureau, department or organization or Brightspeed's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation space of CLECs in general are located, such changes, modifications, or additions shall be made by Brightspeed and CLEC shall reimburse Brightspeed for the cost thereof in the same proportion as the size of CLEC's Collocation space as compared to the total available Collocation space in the affected portion of the Building.

102.9 CLEC shall identify and shall provide advance notification to Brightspeed in writing of any Hazardous Materials CLEC wants to bring onto the Premises, and will provide Brightspeed copies of any inventories or other data provided to State Emergency Response Commissions (SERCs), Local Emergency Planning Committees (LEPCs), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. §11001, et seq.). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, State or local laws, ordinances, rules and regulations. CLEC will promptly notify Brightspeed of any releases of Hazardous Materials and will copy Brightspeed on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

102.9.1 CLEC shall provide Brightspeed copies of all Material Safety Data Sheets (MSDSs) for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. §1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. §1910.1200 and applicable State regulations if such regulations are more stringent.

102.9.2 If Brightspeed discovers that CLEC has brought onto Brightspeed's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Brightspeed may, at Brightspeed's option and without penalty, terminate the applicable Collocation space, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to Brightspeed, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation space at the termination of the applicable Collocation space or this Agreement. If Brightspeed elects to terminate the applicable Collocation space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against Brightspeed and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Brightspeed for Defaults under this Agreement.

102.9.3 CLEC shall indemnify and hold harmless Brightspeed, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Brightspeed or asserted against Brightspeed by any other party or parties (including, without limitation, Brightspeed's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.

102.9.4 For purposes of this Section, Hazardous Materials shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. §1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.) or any other federal, State or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

102.10 CLEC shall not do or permit anything to be done upon the Collocation space, or bring or keep anything thereon which is in violation of any federal, State or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Brightspeed, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

102.10.1 CLEC shall not exceed the Uniformly Distributed Live Load Capacity. Brightspeed shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide Brightspeed with equipment profile information prior to installation authorization.

102.10.2 CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation space, without the prior written consent of Brightspeed.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

102.10.3 CLEC shall not use the name of the Building or Brightspeed for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Brightspeed.

102.10.4 CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation space as specified in this Agreement without the prior written consent of Brightspeed.

102.10.5 CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Brightspeed determines is unsightly from outside the Collocation space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

102.10.6 CLEC shall not, without the prior written consent of Brightspeed install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus in the Collocation space. Brightspeed may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

102.10.7 CLEC shall not use the Collocation space for meeting, housing, lodging or sleeping purposes.

102.10.8 CLEC shall not eat, drink, or smoke in the Collocation space.

102.10.9 CLEC shall not bring any animals to the Collocation space except those used by the visually impaired. In the case of such a need, advance notice is required.

102.10.10 CLEC, its employees, agents, contractors, and business invitees shall:

a. comply with all rules and regulations which Brightspeed may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation space and its tenants and occupants, and

b. comply, at its own expense, with all ordinances which are applicable to the Collocation space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation space during the Term of this Agreement or any extension hereof.

102.11 CLEC shall not make installations, alterations or additions in or to the Collocation space without submitting plans and specifications to Brightspeed and securing the prior written consent of Brightspeed in each instance. Brightspeed's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation space that do not adversely affect the Building’s appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.

102.11.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Brightspeed's transaction of business. CLEC shall permit Brightspeed to inspect all construction operations within the Collocation space.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

a. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation space or the Building, outside or inside, without the prior written consent of Brightspeed.

102.11.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation space by and at the expense of CLEC or others shall become the property of Brightspeed, and shall remain upon and be surrendered with the Collocation space. Upon termination of this Agreement, however, Brightspeed shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

102.11.3 All fixtures and other equipment to be used by CLEC in, about or upon the Collocation space shall be subject to the prior written approval of Brightspeed, which shall not be unreasonably withheld.

102.12 Fireproofing Policy. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. Brightspeed shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Brightspeed's fireproofing policy, any penetrations by CLEC, whether in the Collocation space, the Building or otherwise, shall be sealed as quickly as possible by CLEC with Brightspeed-approved fire barrier sealants, or by Brightspeed at CLEC's cost.

102.13 Equipment Grounding. CLEC equipment shall be connected to Brightspeed's grounding system.

102.14 Representations and Warranties. CLEC hereby represents and warrants that the information provided to Brightspeed in any Application or other documentation relative to CLEC's request for Telecommunications facility Interconnection and Central Office Building Collocation as contemplated in this Agreement is and shall be true and correct, and that CLEC has all necessary corporate and regulatory authority to conduct business as a Telecommunications Carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

103. BUILDING RIGHTS

103.1 Brightspeed may, without notice to CLEC:

103.1.1 Change the name or street address of the Premises;

103.1.2 Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

103.1.3 Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation space;

103.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation space, excluding CLEC's safes;

103.1.5 Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;

103.1.6 Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation space only at such times and in such a manner as Brightspeed shall direct and in all events at CLEC's sole risk and responsibility;

103.1.7 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Collocation space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Brightspeed shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;

103.1.8 Do or permit to be done any work in or about the Collocation space or the Premises or any adjacent or nearby building, land, street or alley;

103.1.9 Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless Brightspeed exercises its right to terminate this Agreement with respect to all or a portion of the Collocation space;

103.1.10 Close the Building at such reasonable times as Brightspeed may determine, under such reasonable regulations as shall be prescribed from time to time by Brightspeed subject to CLEC's right to access.

103.2 If the owner of the Building or Brightspeed sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Brightspeed's performance under this Agreement shall be excused to the extent of the inconsistency. Brightspeed hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Brightspeed to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

103.3 This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

104. INDEMNIFICATION

104.1 CLEC shall indemnify, defend, save and hold Brightspeed harmless from any and all claims arising from:

104.1.1 CLEC's use of the Collocation space;

104.1.2 the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation space or elsewhere;

104.1.3 any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation space. CLEC shall give Brightspeed written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation space in order to afford Brightspeed the opportunity of filing appropriate notices of non-responsibility. However, failure by Brightspeed to give notice does not reduce CLEC's liability under this Section;

104.1.4 If any claim or lien is filed against the Collocation space, or any action or proceeding is instituted affecting the title to the Collocation space, CLEC shall give Brightspeed written notice thereof as soon as CLEC obtains such knowledge;

104.1.5 CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Brightspeed, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty (30) Day period;

104.1.6 If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

105. PARTIAL DESTRUCTION

105.1 If the Collocation space or a portion thereof sufficient to make the Collocation space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Brightspeed may, at its option, restore the Collocation space to its previous condition. CLEC's rights to the applicable Collocation space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Brightspeed notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation space. If Brightspeed does not elect to terminate CLEC's rights to the applicable Collocation space, Brightspeed shall repair the damage to the Collocation space caused by such casualty.

105.2 Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, customers or business invitees, unless Brightspeed otherwise elects, CLEC's rights to the applicable Collocation space shall not terminate, and, if Brightspeed elects to make such repairs, CLEC shall reimburse Brightspeed for the cost of such repairs, or CLEC shall repair such damage, including damage to the Building and the area surrounding it, and the contractual monthly fees paid by CLEC for the affected Collocation shall not abate.

105.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation space may be directly unaffected, Brightspeed may, at its election within ninety (90) Days of such casualty, terminate CLEC's rights to the applicable Collocation space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

106. EMINENT DOMAIN

106.1 If the Premises, or any portion thereof which includes a substantial part of the Collocation space, shall be taken or condemned by any competent authority for any public use or purpose, CLEC's rights to the applicable Collocation space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Brightspeed shall have the right to terminate CLEC's rights to the applicable Collocation space upon not less than thirty (30) Days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Brightspeed to CLEC for such cancellation, and CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings

107. BANKRUPTCY

107.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, Brightspeed may, if Brightspeed so elects but not otherwise, and with or without notice of such election or other action by Brightspeed, forthwith terminate this Agreement.

108. ASBESTOS

108.1 CLEC is aware the Premises in which the Collocation space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC is hereby notified that the Premises in which the Collocation space is located may contain asbestos or asbestos containing building material (ACBM). CLEC agrees that it is responsible for contacting the appropriate Brightspeed manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation space or placement of equipment onto ACBM or into areas containing asbestos identified by Brightspeed. Brightspeed agrees to provide CLEC reasonable notice prior

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation space, including but not limited to the contamination of such equipment. Brightspeed will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Brightspeed Premises.

109. MISCELLANEOUS

109.1 CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Brightspeed from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.

109.2 Submission of this instrument for examination or signature by Brightspeed does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both Brightspeed and CLEC.

109.3 Neither Brightspeed nor its agents have made any representation or warranties with respect to the Collocation space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.

109.4 In the event of work stoppages, Brightspeed may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by Brightspeed to deal with work stoppages.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE X. PRICING

110. GENERAL PRICING TERMS

110.1 All prices under this Agreement are set forth in the attachments designated Table 1 and Table 2 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 or Table 2, or is not subject to Section 48, Brightspeed will develop a rate consistent with the relevant Section.

110.2 Subject to the provisions of Section 9, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

111. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

111.1 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.

111.2 Unbundled Network Elements. The charges that CLEC shall pay to Brightspeed for Unbundled Network Elements are set forth in Table 1 of this Agreement.

111.3 Collocation. The charges that CLEC shall pay to Brightspeed for Collocation are set forth in Table 2 of this Agreement.

112. APPLICATION OF NON RECURRING CHARGES

112.1 Pre-ordering:

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

112.1.2 Customer Record Search applies when CLEC requests a summary of the services currently subscribed to by the End User Customer.

112.2 A Service Order Charge for all LSRs (including Number Portability and NID LSRs) will be applicable when submitting a 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 if the LSR is later supplemented, clarified, or cancelled.

112.3 Custom Handling. These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs:

112.3.1 Intentionally Left Blank

112.3.2 Coordinated Hot Cut applies when the LSR requests a Coordinated Hot Cut, a combined and simultaneous effort between Brightspeed and CLEC to perform the completion of a LSR order.

112.3.3 Time and Materials charges apply for non-standard or individual-case-basis work requested by CLEC.

112.3.4 NID Outside Facility Connection applies in addition to the ISO when incremental fieldwork is required.

113. INTENTIONALLY LEFT BLANK

114. TO BE DETERMINED (TBD) PRICES

114.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as “to be determined” or “TBD.” If a provision references a specific rate element in Table 1 or Table 2 and there are no corresponding prices or rates in such Table 1 or Table 2, such price shall be considered TBD.

114.2 In the event the Parties are unable to agree upon a price for a TBD item, Brightspeed will use the Tariffed rate, if one exists, for the most analogous Tariffed product or service as the interim price. Either Party may then invoke the dispute resolution process set forth in Article II to resolve

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

115. INDIVIDUAL CASE BASIS PRICING (ICB)

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

115.2 Brightspeed will process ICB Pricing requests upon receipt from CLEC. 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.

115.3 The BFR process in Section 48 must be followed in connection with BFR requests submitted by CLEC. Irrespective of whether CLEC has submitted a BRF request, if Brightspeed provides services or facilities to CLEC that involves expenditures or costs not otherwise covered under this Agreement, Brightspeed may deem the use of such services or facilities by CLEC to constitute a BFR request and may provide a quote to CLEC for the rate or amount to be charged to CLEC 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 common costs. Brightspeed shall not have any obligation to provide or continue providing any such services or facilities to CLEC until CLEC has confirmed its agreement, in writing, to compensate Brightspeed for such services and facilities at quoted rate or amounts.

DocuSign En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

ARTICLE XI. MISCELLANEOUS

116. AUTHORIZATION AND AUTHORITY

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

116.2 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.

116.3 CLEC 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.

117. COUNTERPARTS

117.1 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 En elope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

SIGNATURE PAGE

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

Brightspeed Broadband, LLC

DocuSigned by:
7B0FB47A5B374D7...
Signature

Harry Obrien
Name Printed/Typed

Director, Carrier Relations
Title

9/21/2023
Date

Brightspeed of Georgia, LLC

DocuSigned by:
3A294C9FBB5945F...
Signature

Adena Handly
Name Printed/Typed

VP Wholesale Business
Title

9/21/2023
Date

DocuSign Envelope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Table 1 - Rates

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	ICA Elements		
		Account Establishment Charge	**MRC**	**NRC**
		Account Establishment		**$0.00**
		Customer Service Record Search	**MRC**	**NRC**
		CSR - Manual		**$13.73**
		CSR - Automated		**$0.00**
		UNE Loop, Tag & Label	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop		**$11.17**
	I0007	Trip Charge		**$23.20**
		Service Order / Installation / Repair	**MRC**	**NRC**
	I0008	Service Order Requests - Simple		**$9.62**
	I0009	Service Order Requests - Complex		**$43.16**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.84**
	I0014	2-Wire Loop Cooperative Testing		**$48.89**
	I0015	4-Wire Loop Cooperative Testing		**$60.05**
	I0016	Trouble Isolation Charge		**$62.64**
		LNP Coordinated Conversion (Hot Cut)		
		First Quarter Hour		**$18.27**
		Additional Quarter Hour		**$18.27**
		Custom Handling	**MRC**	**NRC**
		Time and Materials		**ICB**
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL) (*E)	**MRC**	**NRC**
	I0018	DS1 Loop, per circuit		**$95.33**
	I0019	DS1 Transport, per circuit		**$95.33**
		DS3 Loop, per circuit		**$95.33**
		DS3 Transport, per circuit		**$95.33**
		Unbundled Network Elements (UNE)		
		Stand Alone NID (*E)	**MRC**	**NRC**
		2 Wire	**$1.79**	
		4 Wire	**$3.57**	
		Other NID Sizes	**ICB**	
		NID Outside Facilities Connection		**ICB**
		Pre-Order Loop Qualification	**MRC**	**NRC**
		Loop Make-Up Information		**$13.04**
		Loops (Rates Include NID Charge) (*E)	**MRC**	**NRC**
		2-Wire xDSL - Capable Loop		
I0042		Band 1	**$34.17**	
I0043		Band 2	**$42.56**	
I0044		Band 3	**$72.58**	
	I0049	First Line		**$102.16**
	I0050	Second Line and Each Additional Line (same time)		**$31.26**
	I0051	Re-install (Cut Thru and Dedicated/Vacant)		**$47.99**
	I0052	Disconnect		**$52.99**
		2-Wire Digital Loop		
I0064		Band 1	**$34.17**	
I0065		Band 2	**$42.56**	
I0066		Band 3	**$72.58**	

Table 1 - Rates

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	ICA Elements		
	I0071	First Line		$102.16
	I0072	Second Line and Each Additional Line (same time)		$31.26
	I0073	Disconnect		$52.99
		2-Wire ISDN-BRI Digital Loop		
I0074		Band 1	$44.00	
I0075		Band 2	$57.94	
I0076		Band 3	$96.58	
	I0081	First Line		$102.16
	I0082	Second Line and Each Additional Line (same time)		$31.26
	I0083	Disconnect		$52.99
		Digital 56k/64k Loop		
I0094		Band 1	$73.92	
I0095		Band 2	$83.85	
I0096		Band 3	$212.18	
	I0101	First Line		$246.10
	I0102	Second Line and Each Additional Line (same time)		$175.19
	I0103	Disconnect		$52.99
		DS1 Service		
I0104		Band 1	$191.46	
I0105		Band 2	$211.57	
I0106		Band 3	$573.03	
	I0111	First Line		$340.27
	I0112	Second Line and Each Additional Line (same time)		$269.36
	I0113	Disconnect		$52.99
		DS3 Service		
		Add DS3 to existing fiber system	ICB	$134.49
		Disconnect		$22.24
		Sub Loops (Rates Include NID Charge) (*A, *B, *E)	**MRC**	**NRC**
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Digital Data Distribution		
I0114		Band 1	$19.81	
I0115		Band 2	$23.09	
I0116		Band 3	$46.30	
	I0121	First Line		$106.24
	I0122	Second Line and Each Additional Line (same time)		$35.33
	I0123	Disconnect		$55.98
		Loop Conditioning	**MRC**	**NRC**
		Load Coil Removal for all Digital UNE and xDSL-Capable loops that are **less than 18,000 feet in length - per line conditioned** (No Engineering or Trip charges - price reflects 25 pair economies)		$7.74
		Load Coil Removal: Loops 18kft or longer		
	I0219	Conditioning Engineering Charge - per loop		$80.54
	I0220	Conditioning Trip Charge - per loop		$23.20
	I0221	Unload cable pair, per Underground location		$191.04
	I0222	Unload Addt'l cable pair, UG same time, same location and cable		$1.16
	I0223	Unload cable pair, per Aerial Location		$79.02
	I0224	Unload Addt'l cable pair, AE or BU, same time, location and cable		$1.16
	I0225	Unload cable pair, per Buried Location		$112.18

Table 1 - Rates

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	ICA Elements		
		Bridged Tap or Repeater Removal - Any Loop Length (The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.)		
	I0232	Remove Bridged Tap or Repeater, per Underground Location		**$191.36**
	I0226	Remove each Addt'l Bridged Tap or Repeater, UG same time, location and cable		**$1.16**
	I0227	Remove Bridged Tap or Repeater, per Aerial Location		**$79.02**
	I0228	Remove each Addt'l Bridged Tap or Repeater, AE or BU same time, location and cable		**$1.16**
	I0231	Remove Bridged Tap or Repeater, per Buried Location		**$112.50**
		UNE Dedicated Interoffice Transport (*A, *B, *E)	**MRC**	**NRC**
		DS1		
		Recurring Fixed	**$27.70**	
		Recurring per Mile	**$3.00**	
		NRC		**$96.52**
		Disconnect		**$22.24**
		DS3		
		Recurring Fixed	**$279.52**	
		Recurring per Mile	**$72.93**	
		NRC		**$96.52**
		Disconnect		**$22.24**
		UNE Multiplexing (*E)	**MRC**	**NRC**
		Multiplexing elements are only relevant in conjunction with UNE transport.		
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)	**$184.78**	**$96.52**
		DS3-DS1 Disconnect		**$22.24**
		Unbundled Dark Fiber Transport (*E)	**MRC**	**NRC**
		Dark Fiber Application & Quote Preparation Charge		**$290.10**
		Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
		Transport		
		Interoffice, per foot per fiber - Statewide Average	**$0.0110**	
		Additional Charges Applicable to Transport		
		Fiber Patch Cord, per fiber	**$0.52**	
		Fiber Patch Panel, per fiber	**$2.60**	
		Central Office Interconnection,1-4 Patch Cords per CO - Install or Disconnect		**$229.79**
		Dark Fiber End-to-End Testing, Initial Strand		**$79.91**
		Dark Fiber End-to-End Testing, Subsequent Strand		**$22.33**
		EEL Combinations (*A, *B, *E)	**MRC**	**NRC**
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		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**

Table 1 - Rates

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	ICA Elements		
		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**
		End Office - per MOU	Bill and Keep	
		Tandem Switching - per MOU	Bill and Keep	
		Common Transport - per MOU	Bill and Keep	
		Common Transport for Indirect Network Connection - per MOU	$0.000098	
		VNXX Traffic	**MRC**	**NRC**
		VNXX Traffic - CTL Originating Access Rates	CenturyLink's Interstate or Intrastate Access Tariff	
		Transit Service	**MRC**	**NRC**
		Transit Service Charge - per Minute of Use (excludes traffic terminating to a CenturyLink affiliate operating as an Incumbent Local Exchange Carrier)	$0.0050	
		Toll VOIP-PSTN Traffic	**MRC**	**NRC**
		Toll VoIP-PSTN Traffic	$0.0050	
		Facility PVU	5%	
		Database	**MRC**	**NRC**
		Local Number Portability query (LNP)	Per Interstate Tariff	Per Interstate Tariff
		Toll Free Code query (TFC) - Simple	Per Interstate Tariff	Per Interstate Tariff
		Toll Free Code query (TFC) - Complex Additive	Per Interstate Tariff	Per Interstate Tariff
		Line Information Database query (LIDB)	Per Interstate Tariff	Per Interstate Tariff
		Line Information Database query transport (LIDB)	Per Interstate Tariff	Per Interstate Tariff
		Directory Services	**MRC**	**NRC**
		Directory - Premium & Privacy Listings	Refer to Applicable Retail Tariff	
		Ad Hoc (Each Additional) Galley		$150.00
		Directory Listings - (if CLEC not purchasing UNE Loops)	$0.00	
		Routine Modification Of Facilities	**MRC**	**NRC**
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered		Included in Loop NRC

Table 1 - Rates

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	ICA Elements		
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered		**ICB**
		Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	**Included in Loop MRC**	**Included in Loop NRC**
	I0229	Where Special Construction Applies, Non Recurring Charge		**$2,189.82**
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	**Included in Loop MRC**	**Included in Loop NRC**
	I0230	Where Special Construction Applies, Non Recurring Charge		**$2,457.23**
		Smart Jack	**Included in Loop MRC**	**Included in Loop NRC**
		Line Card Installation	**Included in Loop MRC**	**Included in Loop NRC**
		Bona Fide Request (BFR)	**MRC**	**NRC**
		Processing Fee		**$1,585.07**

*A The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.

*B The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.

*E The Federal Communications Commission ("FCC" or "Commission") released Order FCC 20-152 on October 28, 2020, a Report and Order in WC Docket 19-308 for the Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services ("Order"), which became effective February 8, 2021, and altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNE DS1, DS3 and DSO Loops, Subloops, Network Interface Device (NID), Dark Fiber and the applicable forborne OSS services according to the terms of this UNE Modernization Forbearance Amendment. Any rate with this footnote is no longer applicable after the following transition periods, consistent with the terms of the above referenced amendment: 1) DS1- new orders not available after February 8, 2023; 2) DS3- new orders not available as of February 8, 2021; 3) DS0- new orders not available after February 8, 2023; 4) UNE Subloops and NIDs- new orders not available as of February 8, 2021; 5) Dark Fiber Transport- new orders not available as of February 8, 2021; and, 6) OSS- subject to the transition periods applicable to the corresponding UNEs. The wire center lists pertaining to this order can be found under "Reports" at: http://www.centurylink.com/wholesale/clec.html.

DocuSign Envelope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Table 1 - Loop Bands

	Loop Bands		
	CenturyTel - Georgia		
	Exchange Name	**CLLI**	**Band**
T-822	Richmond Hill	RMHLGAXA	1
T-822	Hinesville	HNVLGAXA	2
T-822	Keller	KLLRGAXA	2
T-822	Midway	MDWYGAXA	3

DocuSign Envelope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Table 2 - Collocation

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	Physical and Virtual Collocation Elements		
		Administrative, Engineering and Project Management Fees	**MRC**	**NRC**
		New Collocation - Application Fee		**$2,857.63**
		New Collocation - Admin., Transm. Engr. & Project Management Fee		**$5,983.15**
		Minor Augment Fee		**$818.46**
		Minor Augment - Administrative & Project Management Fee		**$796.50**
		Minor Augment - Transmission Engineering Fee		**$553.83**
		Major Augment Fee		**$1,685.31**
		Major Augment - Administrative & Project Management Fee		**$2,063.06**
		Major Augment - Transmission Engineering Fee		**$1,626.87**
		Space Report (per wire center)		**$950.03**
		Security Cage Construction	**MRC**	**NRC**
		Security Cage - Engineering		**$563.70**
		Security Cage - Construction (Cost per Linear Foot)		**$49.03**
		Floor Space	**MRC**	**NRC**
		Floor Space (Per Square Foot)	**$7.06**	
		DC Power	**MRC**	**NRC**
		Power Costs - Per Load Ampere Ordered	**$21.04**	
		Power Costs - Connection to Power Plant up to 30 Amps	**$23.99**	**$1,441.53**
		Power Costs - Connection to Power Plant 31-60 Amps	**$38.29**	**$2,397.77**
		Power Costs - Connection to Power Plant 61-100 Amps	**$127.94**	**$8,829.35**
		Add Per Foot Over 110 Linear Feet	**$2.37**	**$170.30**
		Power Costs - Connection to Power Plant 101-200 Amps	**$277.99**	**$19,440.85**
		Add Per Foot Over 110 Linear Feet	**$4.47**	**$321.82**
		AC Power	**MRC**	**NRC**
		Cost per AC Outlet Installation (per outlet 20 amps) (non-load use)		**$1,110.78**
		Cost per Set of Overhead Lights		**$1,628.47**
		Cross Connect Facilities	**MRC**	**NRC**
		DS0 Switchboard Cable Per 100-Pr	**$28.97**	
		DS0 Co-Carrier Switchboard Cable Per 100 Pr.	**$7.98**	**$598.37**
		DS1 Cross Connect (Per 28 pack of DS1s)	**$41.70**	
		DS1 Co-Carrier Cross Connect (Per 28 pack of DS1s)	**$8.89**	**$556.08**
		DS3 Cross Connect (Per 12 pack of DS3s)	**$210.67**	
		DS3 Co-Carrier Cross Connect (Per 12 pack of DS3s)	**$19.63**	**$1,776.68**
		Optical Cross-Connect Per 4 Fibers	**$15.95**	
		Optical Cross-Connect Co-Carrier Per 4 Fibers	**$10.07**	**$226.73**
		Internal Cable Space - Per 48 Fiber Cable	**$30.84**	
		Internal Cable Space - Per 100 Pr Copper Stub Cable	**$20.18**	
		Internal Cable - 48 Fiber	**$38.51**	**$1,356.39**
		Internal Cable - Per 100-Pr Copper Stub Cable	**$47.59**	**$186.63**
		Security Card	**MRC**	**NRC**
		Security Card - Per Card		**$15.00**
		Additional Labor Charges (Virtual or Physical)	**MRC**	**NRC**
		Additional Labor 1/4 hour CO Technician - Regular		**$14.56**
		Additional Labor 1/4 hour CO Technician - Overtime		**$21.84**
		Additional Labor 1/4 hour CO Technician - Premium		**$29.12**
		Additional Labor 1/4 hour CO Engineer		**$15.12**
		Additional Labor 1/4 hour OSP Technician - Regular		**$14.56**
		Additional Labor 1/4 hour OSP Technician - Overtime		**$21.84**
		Additional Labor 1/4 hour OSP Technician - Premium		**$29.12**
		Additional Labor 1/4 hour OSP Engineer		**$15.39**
		Adjacent On-Site Collocation	**MRC**	**NRC**

DocuSign Envelope ID: 37A5A913-1724-4DDE-9E84-E0147C112712

Table 2 - Collocation

KEY CODES		CenturyTel - Georgia		December 2021
MRC	NRC	Physical and Virtual Collocation Elements		
		All Elements		ICB
		Remote Terminal Collocation	MRC	NRC
		All Elements		ICB