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July 18, 2002

HAND-DELIVERED

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102

FILED²
JUL 18 2002
Missouri Public
Service Commission

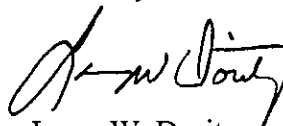
Re: Case No. CK-2002-1146

Dear Mr. Roberts:

Enclosed for filing with the Commission in the above-referenced matter are the original and eight (8) copies of Brooks and Verizon's Joint Submittal of Substitute Interconnection Agreement. Copies of this filing are being served on all parties of record.

Thank you for bringing this filing to the attention of the appropriate Commission personnel.

Sincerely,


Larry W. DORITY

Enclosures

cc: Dana K. Joyce, General Counsel
Office of the Public Counsel
Carl J. Lumley
Stephen F. Morris w/o Enc.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

IN THE MATTER OF THE ADOPTION BY)
BROOKS FIBER COMMUNICATIONS OF)
MISSOURI, INC., OF THE VERIZON/ICG)
TELECOM GROUP, INC.,)
INTERCONNECTION AGREEMENT.)

Case No. CK-2002-1146

FILED²
JUL 18 2002
Missouri Public
Service Commission

**BROOKS AND VERIZON'S JOINT SUBMITTAL OF
SUBSTITUTE INTERCONNECTION AGREEMENT**

COME NOW Brooks Fiber Communications of Missouri, Inc. (Brooks) and GTE Midwest Incorporated, d/b/a Verizon Midwest (Verizon), and for their Joint Submittal of Substitute Interconnection Agreement ("the Substitute Agreement") state to the Commission as follows:

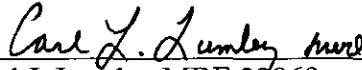
1. On June 18, 2002 Brooks filed its application for approval of an interconnection agreement with Verizon.
2. On July 1, 2002, the Commission made Verizon a party to the proceedings.
3. Whereas Exhibit 2, Notice of Adoption, of the original application referenced the interconnection agreement between Verizon California Inc. f/k/a GTE California Incorporated and ICG Telecom Group (ICG) *for the State of Missouri*, rather than the Interconnection Agreement between ICG Telecom Group, Inc. (ICG) and Verizon California Inc., f/k/a GTE California Incorporated (the "Verizon California Terms"), Brooks and Verizon have mutually agreed to withdraw Exhibits 2 and 3 to the original application, and substitute a new combined Exhibit 2, filed herewith. Although the parties are submitting a complete Substitute Agreement, the only changes are as follows: (1) the first nine pages are specific to Brooks, rather than a copy of the pages from the ICG agreement; and (2) a revised Appendix 2 to the interconnection

agreement "Verizon California Terms," which reflects Missouri-specific pricing. The rest of the agreement is unchanged.

4. Given the limited nature of the substitution, the parties request the Commission to preserve the existing procedural schedule.

WHEREFORE, Brooks and Verizon respectfully request that the Commission approve the Substitute Agreement between them, as submitted herewith, pursuant to the existing procedural schedule, and grant such additional relief as the Commission deems reasonable and proper.

Respectfully submitted,



Carl J. Lumley MBE 32869

Leland B. Curtis MBE 20550

Paul E. Martin MBE 34428

Curtis, Oetting, Heinz, Garrett & O'Keefe, PC

130 S. Bemiston, Suite 200

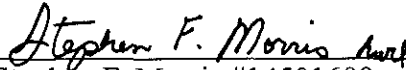
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Attorneys for Brooks Fiber Communications of
Missouri, Inc.



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573-636-6758

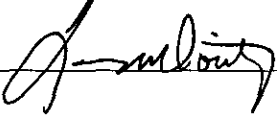
573-636-0383 (fax)

lwdority@sprintmail.com

Attorneys for GTE Midwest Incorporated d/b/a Verizon
Midwest

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this document was served upon the parties listed below on this 18th day of July, 2002 by hand delivery.



A handwritten signature in cursive script, appearing to read "J. M. Lowry", is written over a horizontal line.

Office of the Public Counsel
PO Box 7800
Jefferson City, Missouri 65102

Office of General Counsel
Missouri Public Service Commission
PO Box 360
Jefferson City, Missouri 65102

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Marketing

FILED²
JUL 18 2002
Missouri Public
Service Commission



2107 Wilson Boulevard
Arlington, VA 22201

Phone 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

July 11, 2002

Marcel Henry
Vice President – National Carrier Management
Brooks Fiber Communications of Missouri, Inc.
2 Northwinds Center
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Henry:

GTE Midwest Incorporated, d/b/a Verizon Midwest ("Verizon"), a Delaware corporation with principal place of business at 1000 Verizon Drive, Bldg. A, Wentzville, MO 63385, has received your letter stating that, pursuant to paragraph 31(a) of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Brooks Fiber Communications of Missouri, Inc. ("Brooks"), a Delaware corporation with principal place of business at 500 Clinton Center Drive, Clinton, MS 39056, wishes to provide services to customers in Verizon's service territory in the state of Missouri by adopting the voluntarily negotiated terms of the Interconnection Agreement between ICG Telecom Group Inc. ("ICG") and Verizon California Inc., f/k/a GTE California Incorporated ("Verizon California") that was approved by the California Public Utilities Commission as an effective agreement in the state of California, as such agreement exists on the date hereof after giving effect to operation of law (the "Verizon California Terms").

I understand that Brooks has a copy of the Verizon California Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to Brooks' adoption of the Verizon California Terms.

1. By Brooks' countersignature on this letter, Brooks hereby represents and agrees to the following three points:

- (A) Brooks agrees to be bound by and adopts in the service territory of Verizon, the Verizon California Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon California Terms, agrees that Brooks shall be substituted in place of ICG Telecom Group Inc. and ICG in the Verizon California Terms wherever appropriate.
- (B) Notice to Brooks and Verizon as may be required or permitted under the Verizon California Terms shall be provided as follows:

To Brooks:

Attention: Vice President – National Carrier Management
2 Northwinds Center
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
Telephone number: 770-625-6869
Facsimile number: 770-625-6889

with copies to:

Brooks Fiber Communications of Missouri, Inc.
Attention: Senior Manager - Carrier Agreements
205 N. Michigan Ave., 11th Floor
Chicago, IL 60601
Telephone number: 312-260-3294
Facsimile number: 312-470-5575

Brooks Fiber Communications of Missouri, Inc.
Attention: Vice President
Chief Network Counsel
2200 Loudoun County Parkway
Mail Stop: E1 3-609
Ashburn, VA 20147
Facsimile number: 703-886-5807

Brooks Fiber Communications of Missouri, Inc.
Attn: Commercial Counsel
1133 19th Street, N.W., Room 209
Washington, DC 20036
Facsimile number: (202) 736-6181

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQUEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703/351-3664

- (C) Brooks represents and warrants that it is a certified provider of local telecommunications service in the state of Missouri, and that its adoption of the Verizon California Terms will only cover services in the service territory of Verizon in the state of Missouri.
2. Brooks' adoption of the Verizon California Terms shall become effective upon Commission approval. Verizon shall file this adoption letter with the Missouri Public Service Commission ("Commission") promptly upon receipt of an original of this letter, countersigned by a duly authorized representative of Brooks. The term and termination provisions of the ICG/Verizon California agreement shall govern Brooks' adoption of the Verizon California Terms. As a part of Verizon's sale of certain telephone operations and related assets located in the state of Missouri to CenturyTel of Missouri, L.L.C., a subsidiary of CenturyTel, Inc. ("CenturyTel"), Brooks' adoption of the Verizon California terms will be terminated in accordance with its terms, effective upon and no later than the closing date of the transaction, which is estimated to be August 31, 2002. The attached letter provides additional information related to the termination of this agreement.
3. As the Verizon California Terms are being adopted by Brooks pursuant to the Merger Conditions, Verizon does not provide the Verizon California Terms to Brooks as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon California Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon California Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon California Terms, or to seek review of

any provisions included in these Verizon California Terms as a result of Brooks' election pursuant to the Merger Conditions.

4. For avoidance of doubt, please note that adoption of the Verizon California Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Remand Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, compensation for Internet traffic – if any – is governed by the terms of the *FCC Remand Order*, not pursuant to adoption of the Verizon California Terms.² Moreover, in light of the *FCC Remand Order*, even if the Verizon California Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Remand Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet Traffic.⁴
5. Brooks' adoption of the Verizon California Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose Brooks' adoption of the Verizon California Terms at this time, subject to the following reservations and exclusions:

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Remand Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Resources, Industry Letters, CLEC).

³ See, e.g., 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. See, e.g., Merger Condition ¶32 (such adoptions shall be made available "under the same rules that would apply to a request under 47 U.S.C. Section 252(i)").

⁴ *FCC Remand Order* ¶82.

- (A) Verizon's standard pricing schedule for interconnection agreements in Missouri (as such schedule may be amended from time to time) (attached as Appendix 2 hereto), which includes (without limitation) rates for reciprocal compensation, shall apply to Brooks' adoption of the Verizon California Terms. Brooks should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon California Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
 - (B) Brooks' adoption of the Verizon California Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the state of Missouri and with applicable collective bargaining agreements.
 - (C) Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon California Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon California Terms.
 - (D) Terms, conditions and prices contained in tariffs cited in the Verizon California Terms shall not be considered negotiated and are excluded from Brooks' adoption.
 - (E) Brooks' adoption does not include any terms that were arbitrated in the Verizon California Terms.
6. Verizon reserves the right to deny Brooks' adoption and/or application of the Verizon California Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon California Terms to Brooks are greater than the costs of providing them to ICG;
 - (B) if the provision of the Verizon California Terms to Brooks is not technically feasible;
 - (C) if the Verizon California Terms were negotiated between ICG and Verizon California on or before June 30, 2000; and/or

(D) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.


7. Should Brooks attempt to apply the Verizon California Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

In the event that a voluntary or involuntary petition has been or is in the future filed against Brooks under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Brooks' adoption of the Verizon California Terms shall in no way impair such rights of Verizon; and (ii) all rights of Brooks resulting from Brooks' adoption of the Verizon California Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

Please arrange for a duly authorized representative of Brooks to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

GTE MIDWEST INCORPORATED, D/B/A VERIZON MIDWEST



Jeffrey A. Masoner

Vice President – Interconnection Services Policy & Planning

Date: 7-15-02

Reviewed and countersigned as to points A, B, and C of paragraph 1: Brooks acknowledges Verizon's position statements of paragraphs 2 through 8 above ("Verizon's Statements of Position"), but Brooks (i) disagrees with them, (ii) reserves all rights to dispute any and all of Verizon's Statements of Position, and (iii) asserts that Verizon's Statements of Position do not, and should not be used to, change or alter the underlying Terms adopted by Brooks.

BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.

Marcel Henry
By Marcel Henry
Title Vice President - NCCM
Date: 7/12/02

Attachment

cc: Sherri D. Sebring - Verizon (w/out attachments)

NOTE: The following letter will be signed and delivered to Brooks upon execution of the adoption letter by both parties.



John C. Peterson, Director
Contract Performance and Administration
Network Services Group

**CERTIFIED MAIL RETURN RECEIPT
REQUESTED**

Network Services Group
600 Hidden Ridge,
HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719-1519
peterson.john@verizon.com

July 11, 2002

Carl J. Lumley
Leland B. Curtis
Curtis, Oetting, Heinz, Garrett & O'Keefe, PC
130 S. Bemiston, Suite 200
Clayton, MO 63105
Facsimile: 314/725-8789

Subject: Comprehensive Agreement Termination between Brooks Fiber Communications of Missouri, Inc. and GTE Midwest Incorporated d/b/a Verizon Midwest ("Verizon")

On October 22, 2001, CenturyTel of Missouri, L.L.C., a subsidiary of CenturyTel, Inc. ("CenturyTel") as buyer, agreed to purchase from GTE Midwest Incorporated d/b/a Verizon Midwest ("Verizon"), as seller, certain telephone operations and related assets located in the state of Missouri, (the "Transaction") in accordance with the terms of a definitive purchase agreement (the "Purchase Agreement"). The Transaction includes those operations and assets covered by the above described agreement (the "Agreement").

Under the terms of the Purchase Agreement, CenturyTel will acquire all Verizon local exchanges and access lines in the state of Missouri upon the closing of the Transaction.

As a part of the Transaction, the Agreement between Verizon and Brooks Fiber Communications of Missouri, Inc. in the State of Missouri is being terminated in accordance with its terms, effective upon and no later than the closing date of the Transaction, which is estimated to be *August 31, 2002*.

Verizon will continue the performance of its obligations under the Agreement prior to the termination of the Agreement concurrent with the closing of the Transaction. For post-closing activities and services in the State of Missouri, Brooks Fiber Communications of Missouri, Inc. and any affiliates must enter into a separate agreement with CenturyTel.

If CenturyTel has not yet contacted you, they will be in touch shortly, regarding new arrangements between Brooks Fiber Communications of Missouri, Inc. and CenturyTel. In the event you have not been contacted within 10 days after receipt of this letter, the person you should begin discussions with at CenturyTel is Jackie Phillips, who can be reached via email jackie.phillips@centurytel.com or telephone (360)905-6985.

If there are any questions, or you feel the need to discuss this information further with a Verizon representative, please contact Laura Schneider at 972-718-6704 or Nicole Powers at 972-718-4646.

Sincerely yours,

John C. Peterson, Director
Contract Performance and Administration
Network Services Group

c: Carrick Inabnett – CenturyTel, Inc. – Monroe, LA
Nolan Moulle, Jr – CenturyTel, Inc. – Monroe, LA
Stephen Dupuy – CenturyTel, Inc. – Monroe, LA
Laura Schneider – HQE03D44
Nicole Powers – HQE03D56
5411

AGREEMENT

by and between

ICG TELECOM GROUP, INC.

and

VERIZON CALIFORNIA INC., f/k/a GTE CALIFORNIA INCORPORATED

FOR THE STATE OF

CALIFORNIA

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AGREEMENT

PREFACE

This Agreement ("Agreement") is made by and between ICG Telecom Group, Inc. (ICG), a corporation organized under the laws of the State of Colorado, with offices at 161 Inverness Drive, Englewood, CO. 80112, and Verizon California, Inc. f/k/a GTE California Incorporated ("Verizon"), a corporation organized under the laws of the State of California, with offices at One Verizon Place, Thousand Oaks, CA 91362. (ICG and Verizon may be referred to hereinafter, each individually, as a "Party," and, collectively, as the "Parties").

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and ICG hereby agree as follows:

GENERAL TERMS AND CONDITIONS

1. The Agreement

- 1.1 This Agreement consists of the Principal Document.
- 1.2 This Agreement will govern any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility, or arrangement, that a Party orders pursuant to the Agreement.
- 1.3 Either Party ("Party A") may, at its sole discretion, purchase any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility, or arrangement, that the other Party ("Party B"), under a Tariff of Party B, makes available to Party A. In such instance, the applicable Tariff of Party B will govern any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, that Party A orders pursuant to Party B's Tariff.
- 1.4 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Notwithstanding anything in the Principal Document, subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until June 20, 2004 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either ICG or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

- 2.3 If either ICG or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either ICG or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between ICG and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either ICG or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither ICG nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or SGAT.

3. Glossary and Attachments

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

Additional Services Attachment
Interconnection Attachment
Resale Attachment
UNE Attachment
Collocation Attachment
911 Attachment
Pricing Attachment
Appendix A to the Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of California, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of

this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to ICG hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit. Verizon will provide sixty (60) days prior written notice to ICG of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

- 6.1 Upon request by Verizon, ICG shall provide to Verizon, in accordance with Sections 6.2 through 6.9 below, adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.
- 6.2 Assurance of payment of charges may be requested by Verizon if ICG (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon, (b) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to ICG by Verizon, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.3 Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (a) a cash security deposit in U.S. dollars held by Verizon, or, (b) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance

satisfactory to Verizon from a financial institution acceptable to Verizon. The cash security deposit or letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to ICG in connection with this Agreement.

- 6.4 To the extent that Verizon elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.
- 6.5 If payment of interest on a cash deposit is required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such cash deposit held by Verizon at the higher of the interest rate stated in such Tariff or the interest rate required by Applicable Law.
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to ICG in respect of any amounts to be paid by ICG hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement; provided that, if within five (5) days after receiving Verizon's notice ICG gives notice to Verizon pursuant to Section 14 of the General Terms and Conditions that ICG denies that it is obligated to pay an amount claimed by Verizon, Verizon will not draw on the letter of credit or cash deposit to pay such amount for a period of thirty (30) days following Verizon's receipt of such notice from ICG.
- 6.7 If Verizon draws on the letter of credit or cash deposit, upon request by Verizon, ICG shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.3.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section 6 and ICG fails to provide such assurance of payment within thirty (30) days after it is requested, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as ICG has provided Verizon with such assurance of payment.
- 6.9 The fact that a deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve ICG from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably

acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

- 8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 ICG represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 ICG Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as ICG has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in California. ICG shall not place any orders under this Agreement until it has obtained such authorization. ICG shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or, (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. A

Party may give notice of a dispute at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

- 9.4 Charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. Confidentiality

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
 - 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
 - 10.1.2 Any forecasting information provided pursuant to this Agreement.
 - 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
 - 10.1.3.1 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 10.1.3.2 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
 - 10.1.3.3 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified

as Confidential Information pursuant to Sections 10.1.3.1 or 10.1.3.2.

- 10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
 - 10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and,
 - 10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.
- 10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
 - 10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 10.4.4 is independently developed by the Receiving Party;
 - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the

requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 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 a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

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

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement or materially breaches any other material provision of this Agreement, and such failure or breach remains uncured for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder; provided, however, that the Defaulting Party may during such thirty (30) day period initiate dispute resolution procedures pursuant to Section 14 of these General Terms and Conditions. The Defaulting Party may initiate such dispute resolution procedures only if a good faith dispute exists and, if a good faith dispute does not exist, the other Party may at any time terminate negotiations initiated pursuant to Section 14 or move to terminate a dispute resolution proceeding initiated pursuant to Section 14.

13. Discontinuance of Service by ICG

- 13.1 If ICG 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, ICG shall comply with Applicable Law regarding discontinuance of its provision of service (including, but not limited to,

any requirements of Applicable Law with regard to giving advance notice to Verizon, ICG's Customers and the Commission of ICG's intent to discontinue provision of service). In addition, to the extent commercially practicable, ICG shall give Verizon, ICG's Customers, and the Commission, written notice of ICG's intent to discontinue provision of service, at least thirty (30) prior to the date that service is discontinued.

- 13.2 If ICG discontinues provision of service, or gives notice of an intent to discontinue service, and an ICG Customer requests Verizon to provide service to the Customer, upon request by Verizon, ICG shall provide Verizon with all information necessary for Verizon to establish service for the ICG Customer, including, but not limited to, the CLEC Customer's billed name, listed name, service address, and billing address, and the services being provided to the ICG Customer.
- 13.3 Nothing in this Section 13 shall limit any right Verizon may have to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

- 14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute, pursuant to Section 29 of the General Terms and Conditions, that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within thirty (30) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 14.2 If the Parties have been unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction. In addition, the Parties may mutually agree to submit a dispute to resolution through arbitration before the American Arbitration Association; provided that, neither Party shall have any obligation to agree to such arbitration and either Party may in its sole discretion decline to agree to submit a dispute to such arbitration.
- 14.3 If a Party (Party A) gives written notice to the other Party (Party B) pursuant to Section 14.1 above that Party A denies that it is obligated to pay an amount claimed by Party B, then, (a) for a period of forty-five (45) days following Party B's receipt of such notice, Party B shall not terminate this Agreement or suspend its provision of Services to Party A, due to Party A's failure to pay such amount, and, (b) if a proceeding with regard to whether the amount claimed by Party B is due to Party B has been initiated by Party A before the Commission, the FCC, or a court of competent jurisdiction, during the period that such proceeding is pending, except as otherwise permitted by the Commission, the FCC, or a court of competent jurisdiction, Party B shall not terminate this Agreement or suspend its provision of Services to Party A, due to Party A's failure to pay such amount.

15. Force Majeure

- 15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon request by Verizon, to the extent commercially practicable, ICG shall provide to Verizon forecasts regarding the Services that ICG expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that ICG expects to purchase and the locations where such Services will be purchased. Any such forecast that Verizon may request that is not expressly provided for in this Agreement shall not be due sooner than sixty (60) days after Verizon has requested such forecast.

17. Fraud

The Parties shall work cooperatively in a commercially reasonable manner to minimize and to investigate fraud associated with third number billed calls, calling card calls, and other services related to this Agreement; provided that, nothing in this section shall require a Party (a) to deploy new systems or facilities or (b) to take action with regard to minimizing or investigating fraud beyond that which it regularly provides at no charge to Telecommunications Carriers who are not parties to this Agreement.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld,

conditioned or delayed.

19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

- 20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.
- 20.2 Indemnification Process:
- 20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.
- 20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:
- 20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.
- 20.2.4 If the Indemnified Person fails to comply with Section 20.2.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
- 20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

- 20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.
- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.
- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

- 21.1 ICG shall maintain during the term of this Agreement and for a period of two years thereafter all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, ICG shall maintain the following insurance:
- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability,

independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

- 21.1.2 Motor Vehicle Liability, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.3 Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
- 21.1.5 All risk property insurance on a full replacement cost basis for all of ICG's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of ICG.
- 21.3 ICG shall name Verizon, Verizon's Affiliates and the directors, officers and employees of Verizon and Verizon's Affiliates, as additional insureds on the foregoing insurance.
- 21.4 ICG shall, within two (2) weeks of the Effective Date hereof, on a semi-annual basis thereafter, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Contract Performance & Administration, Verizon Wholesale Markets, 600 Hidden Ridge, Irving, TX 75038.
- 21.5 ICG shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliated companies to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.
- 21.6 If ICG or ICG's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and ICG shall reimburse Verizon for the cost of the insurance.
- 21.7 Certificates furnished by ICG or ICG's contractors shall contain a clause stating: "Verizon California, Inc. f/k/a GTE California Incorporated shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property,

now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

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

23. Joint Work Product

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

24. Law Enforcement.

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

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

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
- 25.5.1 under Sections 20, Indemnification or 41, Taxes.
 - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

- 25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
- 25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. ICG and Verizon will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
 - 26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,
 - 26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service

credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

- 26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon's standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

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

28. Notice of Network Changes

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

29. Notices

- 29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding, or, (e) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and

29.1.3 shall be delivered to the following addresses of the Parties:

To ICG:

Attention: LaCharles Keesee
ICG Telecom Group, Inc.
161 Inverness Drive
Englewood, CO. 80112
Telephone Number: 303-414-5896
Facsimile Number: 303-414-5817
Internet Address: lacharles_keesee@icgcomm.com

with a copy to:
Cheryl Hills
180 Grand Avenue, Suite 800
Oakland, CA 94612
Facsimile Number: 510-239-7063

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX, 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

or to such other address as either Party shall designate by proper notice.

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

30. Ordering and Maintenance

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

31. Performance Standards

31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act and 47 CFR §§ 51.305(a)(3), 51.311(a) and (b) and 51.603(b).

- 31.2 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Merger Order, Verizon shall provide performance measurement results to ICG.
- 31.3 ICG shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for ICG Customers

- 32.1 ICG shall establish telephone numbers and mailing addresses at which ICG Customers may communicate with ICG and shall advise ICG Customers of these telephone numbers and mailing addresses.
- 32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from an ICG customer, including, but not limited to, an ICG Customer request for repair or maintenance of a Verizon Service provided to ICG.
- 32.3 ICG and Verizon will employ the following procedures for handling misdirected repair calls:
 - 32.3.1 ICG and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
 - 32.3.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.
 - 32.3.3 ICG and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.

33. Predecessor Agreements

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
 - 33.1.1 any prior interconnection or resale agreement between the Parties for the State of California pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and
 - 33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of California pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.
- 33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this

Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

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

34. Publicity and Use of Trademarks or Service Marks

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

35. References

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

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise

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

- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. 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.
- 36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.
- 37.2 ICG acknowledges ICG has been advised by Verizon that it is Verizon's position that:
 - 37.2.1 This Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions; and
 - 37.2.2 For the purposes of Appendix D, Sections 31 and 32, of the Merger Order, such provisions shall not be deemed to have been voluntarily negotiated or agreed to by Verizon and shall not be available to carriers pursuant to Appendix D, Sections 31 and 32 of the Merger Order.
 - 37.2.3 Verizon acknowledges that ICG has advised Verizon that ICG does not agree with, or concede any issues with regard to, Verizon's position stated in Sections 37.2.1 and 37.2.2.

38. Subcontractors

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

obligations under this Agreement.

39. Successors and Assigns

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

40. Survival

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

41. Taxes

41.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the purchasing Party by the providing Party, then (a) the providing Party shall properly bill the purchasing Party for such Tax, (b) the purchasing Party shall timely remit such Tax to the providing Party and (c) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

41.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (a) shall provide the providing Party with notice in writing in accordance with Section 41.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

41.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

41.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 41.1, then, as between the providing Party and the purchasing Party, (a) the purchasing Party shall remain liable for such uncollected Tax and (b) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party

fails to remit such Tax to the providing Party as required by Section 41.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 41.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event a taxing authority audits either Party, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

41.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

41.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Tax Administration
Verizon Communications
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To ICG:

John Colgan
ICG Communications, Inc.
161 Inverness Drive
Englewood, CO, 80112

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

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, subject to Section 28 above and the requirements of 47 CFR §§ 51.325 through 51.335, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate ICG's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. ICG shall be solely responsible for the cost and activities associated with accommodating such changes in its own network. Without in any way limiting Verizon's right to modify its network, Verizon shall reasonably cooperate with ICG to minimize or eliminate any disruption to ICG services resulting from any modification of Verizon's network.

43. Territory

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

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) 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.

45. [Intentionally left blank]

46. 252(i) Obligations

- 46.1 To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act and Appendix D, Sections 30 through 32, of the Merger Order ("Merger Order MFN Provisions").
- 46.2 To the extent that the exercise by ICG of any rights it may have under Section 252(i) or the Merger Order MFN Provisions results in the rearrangement of Services by Verizon, ICG shall be solely liable for all reasonable costs reasonably associated with such rearrangement.

Upon written request by ICG, accompanied by a statement of the Verizon Services that ICG expects to add, modify or terminate in conjunction with ICG's exercise of its rights under Section 252(i) or the Merger Order MFN Provisions, to the extent commercially practicable, Verizon will provide to ICG an estimate of the rearrangement costs that Verizon expects to incur. ICG shall reasonably cooperate with Verizon in identifying such costs. If ICG makes such a request and Verizon fails to notify ICG of rearrangement costs that Verizon is obligated by this Section 46 to disclose to ICG pursuant to such request, ICG shall not be responsible for the rearrangement costs that Verizon failed to disclose to ICG. Verizon shall not charge ICG for any rearrangement costs that are not actually incurred by Verizon.

In addition to ICG's responsibility for rearrangement costs as stated above, ICG shall pay any termination charges associated with ICG's termination of Verizon Services in conjunction with ICG's exercise of ICG's rights under Section 252(i) or the Merger Order MFN Provisions. Upon written request by ICG, accompanied by a statement of the Verizon Services that ICG expects to terminate in conjunction with ICG's exercise of its rights under Section 252(i) or the Merger Order MFN Provisions, to the extent commercially practicable, Verizon will provide to ICG an estimate of the termination charges for Verizon Services that Verizon expects to bill to ICG. ICG shall reasonably cooperate with Verizon in identifying such charges. If ICG makes such a request and Verizon fails to notify ICG of termination charges for Verizon Services that Verizon is obligated by this Section 46 to disclose to ICG pursuant to such request, ICG shall not be responsible for the termination charges for Verizon Services that Verizon failed to disclose. Verizon shall not charge ICG pursuant to this Section 46 for any termination charges for Verizon Services that are not due to Verizon pursuant to this Agreement.

47. Use of Service

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

48. Waiver

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.

49. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE

SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.**


50. Withdrawal of Services

- 50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon ninety (90) days prior written notice to ICG.
- 50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to ICG terminate any provision of this Agreement that provides for the payment by Verizon to ICG of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to ICG. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to ICG related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to ICG related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of the General Terms and Conditions.

SIGNATURE PAGE

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

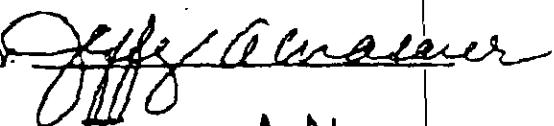
ICG Telecom Group, Inc.

By: 

Printed: MICHAEL D. KALLET

Title: EVP OPERATIONS CTO

Verizon California Inc.

By: 

Printed: JEFFREY A. MASONER

Title: VP. INTERCONNECTION SCS

GLOSSARY

1. General Rule

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

2. Definitions

2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.2 ADSL (Asymmetrical Digital Subscriber Line).

A transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.

2.3 Affiliate.

Shall have the meaning set forth in the Act.

2.4 Agent.

An agent or servant.

2.5 Agreement.

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

2.6 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 as GR-1100-CORE that defines the industry standard for message recording.

2.7 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information services requiring special billing.

2.8 Automatic Number Identification (ANI).

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

2.9 Answer Supervision.

An off-hook supervisory signal.

2.10 Applicable Law.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this agreement.

2.11 ASR (Access Service Request).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.12 Automatic Number Identification (ANI).

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

2.13 Basic Local Exchange Service.

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service; access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to Interexchange Carriers of the Customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

2.14 Bona Fide Request (BFR).

The process described in the UNE Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provides a UNE that it is not otherwise required to provide under the terms of this Agreement.

2.15 Business Day.

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

2.16 Calendar Quarter.

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

2.17 Calendar Year.

January through December.

2.18 CCS (Common Channel Signaling).

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

2.19 Central Office.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.20 Central Office Switch.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.21 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.22 CLEC (Competitive Local Exchange Carrier).

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

2.23 CLLI Codes.

Common Language Location Identifier Codes.

2.24 Centralized Message Distribution System (CMDS).

The billing record and clearing house transport system that ILECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

2.25 Commission.

California Public Utilities Commission.

- 2.26 Conversation Time.
The time that both Parties' equipment is used for a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 2.27 Calling Party Number (CPN).
A CCS parameter that identifies the calling party's telephone number.
- 2.28 CPNI (Customer Proprietary Network Information).
Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.
- 2.29 Cross Connection.
A jumper cable or similar connection, provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.
- 2.30 Customer.
A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.
- 2.31 Digital Signal Level.
One of several transmission rates in the time-division multiplex hierarchy.
- 2.32 Digital Signal Level 0 (DS0).
The 64kbps zero-level signal in the time-division multiplex hierarchy.
- 2.33 Digital Signal Level 1 (DS1).
The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.34 Digital Signal Level 3 (DS3).
The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 2.35 Effective Date.
December 21, 2001
- 2.36 EMI (Exchange Message Interface).
Standard used for the interexchange of telecommunications message information between exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.
- 2.37 End Office Switch or End Office.
A switching entity that is used to terminate Customer station Loops for the

purpose of interconnection to each other and to trunks.

2.38 Entrance Facility.

The facility between a Party's designated premises and the Central Office serving that designated premises.

2.39 Exchange Access.

Shall have the meaning set forth in the Act.

2.40 Extended Local Calling Scope Arrangement.

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

2.41 FCC.

The Federal Communications Commission.

2.42 FCC Internet Order.

Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

2.43 FCC Regulations.

The regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

2.44 HDSL (High-Bit Rate Digital Subscriber Line).

A transmission technology that transmits up to a DS1 level signal, using any one of the following line codes: 2 Binary/1 Quaternary (2B1Q), Carrierless AM/PM, Discrete Multitone (DMT) or 3 Binary/1 Octal (3BO).

2.45 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.46 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.47 Inside Wire or Inside Wiring.

All wire, cable, terminals, hardware, and other equipment or materials on the customer's side of the Rate Demarcation Point.

2.48 Internet Traffic.

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

2.49 InterLATA Service.

Shall have the meaning set forth in the Act.

2.50 IntraLATA.

Telecommunications services that originate and terminate at a point within the same LATA.

2.51 IP (Interconnection Point).

For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic. The IPs for other types of traffic shall be as provided in Section 8.5 of the Interconnection Attachment.

2.52 ISDN (Integrated Services Digital Network).

A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23B+D).

2.53 ISDN User Part (ISUP).

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

2.54 ISP-bound Traffic.

The traffic that is subject to the intercarrier compensation plan for ISP-bound traffic established in the FCC Internet Order.

2.55 IXC (Interexchange Carrier).

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

2.56 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.57 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.58 LERG (Local Exchange Routing Guide).

The Telcordia Technologies reference customarily used to identify NPA-NXX

routing and homing information, as well as network element and equipment designation.

2.59 LIDB (Line Information Data Base).

One or all, as the context may require, of the Line Information databases owned individually by Verizon and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.60 Line Side.

An End Office Switch connection that provides transmission, switching and optional features suitable for Customers connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.

2.61 [Intentionally left blank]

2.62 Loop.

A transmission path that extends from a Main distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Customer's serving End Office to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.63 LSR (Local Service Request).

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of competitive local services.

2.64 MDF (Main Distribution Frame).

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.65 MECAB (Multiple Exchange Carrier Access Billing).

Document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

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

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for

Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.67 Merger Order.

The FCC's Order "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer of a Submarine Cable Landing License", Memorandum Opinion and Order, FCC CC Docket No. 98-184, FCC 00-221 (June 16, 2000).

2.68 NANP (North American Numbering Plan).

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

2.69 Network Element.

Shall have the meaning stated in the Act.

2.70 NID (Network Interface Device).

The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains a FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

2.71 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator 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. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.72 NXX, NXX Code, Central Office Code or CO Code.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.73 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.74 POI (Point of Interconnection).

The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

2.75 Port.

A line card (or equivalent) and associated peripheral equipment on an End Office Switch that interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) that serves as the Customer's network address. The Port is part of the provision of unbundled local Switching Element.

2.76 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments.

2.77 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.78 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.79 Rate Center Area or Exchange Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.80 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.81 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.82 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations,

costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

2.83 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's effective Customer Tariffs and in applicable Commission and FCC orders. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (101XXXX) basis; (3) Optional Extended Local Calling Scope Arrangement Traffic; (4) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (5) Tandem Transit Traffic; or, (6) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

The Parties agree that this definition of Reciprocal Compensation Traffic is adopted by the Parties in conjunction with their adoption of the provisions of this Agreement related to Interconnection Points (including, but not limited to, Section 7.1 of the Interconnection Attachment) and other network interconnection arrangements, and is intended to be integrally associated with and a part of such provisions.

2.84 Retail Prices.

The prices at which a Service is provided by Verizon at retail to subscribers who are not Telecommunications Carriers.

2.85 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection." The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.86 SCP (Service Control Point).

The node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a SSP and via a

Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

2.87 Service.

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

2.88 (SONET) Synchronous Optical Network.

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

2.89 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.

2.90 SSP (Service Switching Point).

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific Customer services.

2.91 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and ICG currently utilize this out-of-band signaling protocol.

2.92 STP (Signal Transfer Point).

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. Verizon's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. Verizon STPs conform to ANSI T1.111-8 standards. It provides SS7 Network Access and performs SS7 message routing and screening.

2.93 Subsidiary.

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

2.94 Switched Access Detail Usage Data.

A category 1101XX record as defined in the ATIS/OBF/EMI.

2.95 Switched Access Summary Usage Data.

A category 1150XX record as defined in the ATIS/OBF/EMI.

2.96 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services

include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.97 Tandem Switch or Tandem Office

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

2.98 Tariff.

2.98.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time;

2.98.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party, in the absence of an applicable Federal or state tariff of the Party, offers a Telecommunications Service.

The term "Tariff" does not include any Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.99 Telcordia Technologies.

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.100 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.101 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.102 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.103 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.104 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Reciprocal Compensation Traffic, ISP-bound Traffic, or Ancillary Traffic. Toll

Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

2.105 Toxic or Hazardous Substance.

Toxic or Hazardous Substance means any substance designated or defined as toxic or hazardous under any "Environmental Law" or that pose a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.106 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding ISP-bound Traffic) by the total number of minutes of interstate and intrastate traffic. $\left(\frac{\text{Interstate Traffic Total Minutes of Use (excluding ISP-bound Traffic)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100 \right)$. Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

2.107 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and ISP-bound Traffic by the total number of minutes of intrastate traffic and ISP-bound Traffic. $\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{ISP-bound Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{ISP-bound Traffic Total Minutes of Use}} \times 100 \right)$. Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

2.108 Trunk Side.

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

2.109 Universal Digital Loop Carrier (UDLC).

UDLC arrangements consist of the Central Office Terminal and the Remote Terminal located in the outside plant or customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the

feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and unbundled loops.

2.110 Unbundled Network Element (UNE).

A Network Element that Verizon is obligated to provide to CLECs on an unbundled basis pursuant to Applicable Law.

2.111 V and H Coordinates Method.

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

2.112 Voice Grade.

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

2.113 Wire Center.

A building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

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

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

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

3. Directory Assistance (DA) and Operator Services

- 3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.
- 3.2 ICG shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

4. Directory Listing and Directory Distribution

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

4.1 Listing Information.

As used herein, "Listing Information" means a ICG Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

4.2 Listing Information Supply.

ICG shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each ICG Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. ICG shall also provide to Verizon on a daily basis, (a) information showing ICG Customers who have disconnected or terminated their service with ICG; and (b) delivery information for each non-listed or non-published ICG Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to ICG, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

4.3 Listing Inclusion and Distribution.

Verizon shall include each ICG Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such ICG Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of ICG's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. ICG shall pay Verizon's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for ICG's Customers.

4.4 Verizon Information.

Upon request by ICG, Verizon shall make available to ICG the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to ICG, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.

4.5 Confidentiality of Listing Information.

Verizon shall accord ICG Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license ICG Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as ICG Customers are not separately identified as such; and provided further that ICG may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent it does so for its own Customers. Verizon shall not be obligated to compensate ICG for Verizon's use or licensing of ICG Listing Information.

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of ICG Customer listings. At ICG's request, Verizon shall provide ICG with a report of all ICG Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by ICG with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

4.7 Indemnification.

ICG shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, ICG warrants to Verizon that ICG has the right to provide such Listing Information to Verizon on behalf of its Customers. ICG shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal

or corporate name, trade name, trademark, service mark or language used in the listing ICG agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by ICG hereunder. Such indemnification by ICG shall not include any errors in or omissions of listings caused solely by Verizon.

4.8 Liability.

Verizon's liability to ICG in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by ICG for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. ICG agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to ICG's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.

4.9 Service Information Pages.

Verizon shall include all ICG NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. ICG's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when ICG is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at ICG's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, ICG's critical contact information for ICG's installation, repair and Customer service, as provided by ICG, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. ICG shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

4.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

4.11 Other Directory Services.

ICG acknowledges that if ICG desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

5. Voice Information Services Traffic

- 5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic

with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Interconnection Attachment.

- 5.2 If an ICG Customer is served by resold Verizon dial tone line Telecommunications Service or a Verizon Local Switching Network Element, to the extent reasonably feasible, Verizon will route Voice Information Service Traffic originating from such Service or Network Element to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. In addition to any other charges for such Voice Information Service Traffic, ICG shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to ICG. ICG shall pay Verizon such charges in full regardless of whether or not ICG collects such charges from its own Customer.
- 5.3 ICG shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event ICG exercises such option, ICG will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized solely to allow ICG to route Voice Information Service Traffic originated on its network to Verizon. In addition to any other charges for such Voice Information Service Traffic, ICG shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to ICG. ICG shall pay Verizon such charges in full regardless of whether or not ICG collects such charges from its own Customer.

6. Intercept and Referral Announcements

- 6.1 When a Customer changes its service provider from Verizon to ICG, or from ICG to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.
- 6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.
- 6.3 Each Party will provide this referral announcement to the other Party at no charge; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

7. Originating Line Number Screening (OLNS)

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

8. Operations Support Systems (OSS)

8.1 Definitions.

- 8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of ICG Usage Information to ICG pursuant to Section 8.1.3 below; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 below.
- 8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to ICG.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, ICG through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a ICG Customer accessed by, or disclosed or provided to, ICG through or as a part of Verizon OSS Services; and, (b) any ICG Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, ICG.
- 8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.
- 8.1.6 ICG Usage Information: The usage information for a Verizon Retail Telecommunications Service purchased by ICG under this Agreement that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.
- 8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

8.2 Verizon OSS Services.

- 8.2.1 Upon request by ICG, Verizon shall provide to ICG, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.
- 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon

OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of ICG.

8.3 ICG Usage Information.

- 8.3.1 Upon request by ICG, Verizon shall provide to ICG, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), ICG Usage Information.
- 8.3.2 ICG Usage Information will be available to ICG through the following:
 - 8.3.2.1 Daily Usage File on Data Tape.
 - 8.3.2.2 Daily Usage File through Network Data Mover (NDM).
 - 8.3.2.3 Daily Usage File through Centralized Message Distribution System (CMD5) (Former Bell Atlantic service areas only).
 - 8.3.2.4 Upon mutual agreement of the Parties, File Transfer Protocol (FTP) used with "Pretty Good Privacy" ("PGP") software.
 - 8.3.2.5 ICG Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
 - 8.3.2.6 Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 above will be issued each day, Monday through Friday, except holidays observed by Verizon.
- 8.3.3 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, Verizon shall determine the manner in which, and the frequency with which, ICG Usage Information will be provided to ICG.

8.4 Access to and Use of Verizon OSS Facilities.

- 8.4.1 Verizon OSS Facilities may be accessed and used by ICG only to the extent necessary for ICG's access to and use of Verizon OSS Services pursuant to the Agreement.
- 8.4.2 Verizon OSS Facilities may be accessed and used by ICG only to provide Telecommunications Services to ICG Customers.
- 8.4.3 ICG shall restrict access to and use of Verizon OSS Facilities to ICG. This Section 8 does not grant to ICG any right or license to grant sublicenses to other persons, or permission to other persons (except ICG's employees, agents and contractors, in accordance with Section 8.4.7 below), to access or use Verizon OSS Facilities.
- 8.4.4 ICG shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for ICG's use under this Section 8.

- 8.4.5 ICG shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).
- 8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by ICG only in connection with ICG's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by ICG as Confidential Information of Verizon pursuant to Section 10 of the Agreement; and, (d) shall be destroyed or returned by ICG to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.
- 8.4.7 ICG's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for ICG's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by ICG's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.3.3 of this Attachment.
- 8.5 Verizon OSS Information.
- 8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to ICG a non-exclusive license to use Verizon OSS Information.
- 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, ICG shall acquire no rights in or to any Verizon OSS Information.
- 8.5.3 Limitations.
- 8.5.3.1 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) ICG Usage Information, (b) CPNI of ICG, and (c) CPNI of a Verizon Customer or an ICG Customer, to the extent the Customer has authorized ICG to use the Customer Information.
- 8.5.3.2 Verizon OSS Information may be accessed and used by ICG only to provide Telecommunications Services to ICG Customers.
- 8.5.3.3 ICG shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the Agreement.
- 8.5.3.4 Except as expressly stated in this Section 8, this Agreement does not grant to ICG any right or license to grant sublicenses to other persons, or permission to other persons (except ICG's employees, agents or contractors, in accordance with Section 8.5.3.5 below, to access, use or disclose Verizon OSS Information.

- 8.5.3.5 ICG's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for ICG's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by ICG's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.3.3 above.
- 8.5.3.6 ICG's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by ICG to provide Telecommunications Services to ICG Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of the Agreement.
- 8.5.3.7 All Verizon OSS Information received by ICG shall be destroyed or returned by ICG to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.
- 8.5.4 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), ICG's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.
 - 8.5.4.1 Verizon shall have the right (but not the obligation) to audit ICG to ascertain whether ICG is complying with the requirements of Applicable Law and this Agreement with regard to ICG's access to, and use and disclosure of, Verizon OSS Information. Such audit shall be subject to, and conducted in accordance with, Sections 7.2 through 7.4 of the General Terms and Conditions.
 - 8.5.4.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor ICG's access to and use of Verizon OSS Information which is made available by Verizon to ICG pursuant to this Agreement, to ascertain whether ICG is complying with the requirements of Applicable Law and this Agreement, with regard to ICG's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor ICG's access to and use of Verizon OSS Information which is made available by Verizon to ICG through Verizon OSS Facilities.
 - 8.5.4.3 Information obtained by Verizon pursuant to this Section 8.5.4 shall be treated by Verizon as Confidential Information of ICG pursuant to Section 10 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 8.5.4.3 to enforce Verizon's rights under the Agreement or Applicable Law.

8.6 Liabilities and Remedies.

- 8.6.1 Any breach by ICG, or ICG's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 above shall be deemed a material breach of a material provision of this Agreement pursuant to Section 12 of the General Terms and Conditions. In addition, if any such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to ICG, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 above and/or the provision of Verizon OSS Services, in whole or in part.
- 8.6.2 ICG agrees that a breach of Sections 8.4 or 8.5 above by ICG or the employees, agents or contractors of ICG would irreparably injure Verizon, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 above 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 Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

8.8 Cooperation.

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

- 8.8.1 Upon request by Verizon, ICG shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which ICG anticipates submitting orders in each week of the next calendar month.
- 8.8.2 ICG shall reasonably cooperate with Verizon in submitting orders for Verizon Retail Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.
- 8.8.3 ICG shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

8.9 Verizon Access to Information Related to ICG Customers.

- 8.9.1 Verizon shall have the right to access, use and disclose information related to ICG Customers that is in Verizon's possession (including,

but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the ICG Customer in the manner required by Applicable Law.

8.9.2 ICG shall have the right (but not the obligation) to audit Verizon to ascertain whether Verizon is complying with the requirements of Applicable Law and this Agreement with regard to Verizon's access to information related to ICG's Customers pursuant to Section 8.9.1, and Verizon's use and disclosure of information related to ICG's Customers that has been obtained by Verizon pursuant to Section 8.9.1. Such audit shall be subject to, and conducted in accordance with, Sections 7.2 through 7.4 of the General Terms and Conditions.

8.9.3 Information obtained by ICG pursuant to Section 8.9.2 shall be treated by ICG as Confidential Information of Verizon pursuant to Section 10 of the Agreement; provided that ICG shall have the right (but not the obligation) to use and disclose information obtained by ICG pursuant to Section 8.9.2 to enforce ICG's rights under this Agreement or Applicable Law.

8.10 Verizon Pre-OSS Services.

8.10.1 As used in this Section 8, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to ICG prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to ICG. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication.

8.10.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of ICG.

8.10.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.

8.10.4 The provisions of Sections 8.4 through 8.8 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 above to Verizon OSS Information shall be deemed to include information made available to ICG through Verizon Pre-OSS Services.

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

8.11 Order Supplements and Cancellations.

- 8.11.1 Upon Verizon requesting that ICG supplement an incomplete or inaccurate order, Verizon will provide to ICG information necessary to identify the order, including but not limited to Service Order Request ("SOR") information, such that ICG may supplement the incomplete or inaccurate order. If Verizon sends such information to ICG and ICG fails to supplement the order within thirty-one (31) days after Verizon's request, Verizon may cancel the order.
- 8.11.2 If Verizon cannot complete ICG's order by ICG's requested due date, Verizon will provide to ICG the due date on which Verizon can complete the order. If the Verizon due date is not acceptable to ICG, ICG must supplement the order to either request a different due date, or to expedite the order. If Verizon has requested the due date change, Verizon will not bill ICG a charge for supplementing the order.

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

To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

10. Telephone Numbers

- 10.1 This Section applies in connection with ICG Customers served by Telecommunications Services provided by Verizon to ICG for resale or a Local Switching Network Element provided by Verizon to ICG.
- 10.2 ICG's use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.
- 10.3 Subject to Sections 10.2 and 10.4, if a Customer of either Verizon or ICG who is served by a Verizon Telecommunications Service ("VTS") or a Verizon Local Switching Network Element ("VLSNE") changes the LEC that serves the Customer using such VTS or VLSNE (including a change from Verizon to ICG, from ICG to Verizon, or from ICG to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS or VLSNE the telephone numbers that were assigned to the VTS or VLSNE for the use of such Customer by Verizon immediately prior to the change.
- 10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to ICG for resale, the type or class of service subscribed to by the Customer changes.
- 10.5 If service on a VTS or VLSNE provided by Verizon to ICG under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE

have not been ported to a ICG switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, ICG, or Telecommunications Carriers other than Verizon and ICG.

- 10.6 ICG may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

INTERCONNECTION ATTACHMENT

1. General

Each Party ("Providing Party") shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access.

2. Methods of Interconnection and Trunk Types

2.1 Methods for Interconnection.

- 2.1.1 In accordance with, but only to the extent required by, Applicable Law, the Parties shall provide interconnection of their networks at any technically feasible point (the Point of Interconnection or "POI") as specified in this Agreement.
- 2.1.2 Each Party ("Originating Party"), at its own expense, shall provide for delivery to the relevant IP of the other Party ("Receiving Party") Reciprocal Compensation Traffic and ISP-bound Traffic that the Originating Party wishes to deliver to the Receiving Party.
- 2.1.3 ICG may specify any of the following methods for interconnection with Verizon:
 - 2.1.3.1 a Collocation node ICG has established at the Verizon-IP pursuant to the Collocation Attachment, and such node may be the POI; and/or
 - 2.1.3.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom ICG has contracted for such purposes, and such node may be the POI; and/or
 - 2.1.3.3 an Entrance Facility and transport obtained from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, or obtained from a third party who has obtained such Entrance Facility and transport from Verizon (and obtained any necessary multiplexing from Verizon) pursuant to the applicable Verizon access tariff, from the ICG POI to the Verizon-IP. ICG may interconnect transport facilities (including, transport facilities provided by Verizon pursuant to an applicable Verizon Tariff, or by ICG or a third party) with such a Verizon provided Entrance Facility to the extent permitted by, and in accordance with, the applicable Verizon access Tariff.
- 2.1.4 ICG may order from Verizon, in accordance with the rates, terms and conditions set forth in this Agreement and applicable Verizon Tariff(s) (or in the absence of applicable rates, terms and conditions set forth in this Agreement and Verizon Tariff(s), in accordance with rates, terms and conditions to be negotiated by the Parties), any of the methods for interconnection specified in Section 2.1.3 above.
- 2.1.5 Verizon may specify any of the following methods for interconnection with ICG:

- 2.1.5.1 a Collocation arrangement Verizon has established at the ICG-IP in accordance with the Collocation Attachment, or an interconnection arrangement Verizon has established at the ICG-IP that is operationally equivalent to a Collocation arrangement (including, but not limited to, a Verizon provided Entrance Facility); and/or
 - 2.1.5.2 a Collocation arrangement that has been established separately at the ICG-IP by a third party and that is used by Verizon to interconnect with ICG, if ICG has permitted a third party to establish such a Collocation arrangement; and/or
 - 2.1.5.3 a non-distance sensitive Entrance Facility obtained from ICG (and any necessary multiplexing), from the Verizon network to the ICG-IP (including, but not limited to, at Verizon's election, an Entrance Facility accessed by Verizon through interconnection at a Collocation arrangement that ICG has established at a Verizon Wire Center pursuant to the Collocation Attachment, or through interconnection at a Collocation arrangement that has been established separately at a Verizon Wire Center by a third party and that is used by ICG), or an Entrance Facility obtained from a third party that has established an interconnection arrangement with ICG.
- 2.1.6 Verizon may order from ICG, in accordance with the rates, terms and conditions set forth in this Agreement and applicable ICG Tariff(s) (or in the absence of applicable rates, terms and conditions set forth in this Agreement and ICG Tariff(s), in accordance with rates, terms and conditions to be negotiated by the Parties), any of the methods for interconnection specified in Section 2.1.5 above.

2.2 Trunk Types.

- 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups:
 - 2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, ISP-bound Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll Traffic, and, - where agreed to between the Parties, InterLATA Toll Traffic, between their respective Telephone Exchange Service Customers, and Tandem Transit Traffic, all in accordance with Sections 5 through 8 of this Attachment; provided that, the Interconnection Trunks will not be used for InterLATA calls originated on a 1+ presubscription basis, or on a casual dialed (101XXXX) basis, except by mutual agreement of the Parties.
 - 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ICG Telephone Exchange Service Customers and purchasers of Switched Exchange Access

Service via a Verizon access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 8 through 10 of this Attachment; and

- 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.
- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).
- 2.2.3 The Parties will mutually agree upon where One Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Interconnection Trunks (trunks with traffic going in both directions) will be deployed.
- 2.2.4 In the event the traffic volume between a Verizon End Office and the ICG POI, which is carried by a Final Tandem Interconnection Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new End Office One-Way Interconnection Trunk groups between the Verizon End Office and the POI; or, (b) if Two-Way Interconnection Trunks are used, then ICG shall promptly submit an ASR to Verizon to establish new End Office Two-Way Interconnection Trunk groups between that Verizon End Office and the POI.
- 2.2.5 Except as otherwise agreed in writing by the Parties or set forth in Section 2.2.5.1 below, the total number of Tandem Interconnection Trunks between ICG's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between ICG's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, ICG shall promptly submit an ASR to Verizon to establish new or additional End Office Trunks to insure that the volume of traffic between ICG's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.
 - 2.2.5.1 If on the Effective Date the total number of Tandem Interconnection Trunks between ICG's network and a Verizon Tandem exceeds 240 trunks, ICG may continue to use the trunks that are in place on the Effective Date after the Effective Date; provided that, if any such Tandem Interconnection Trunks are disconnected, ICG shall not be able to replace such Tandem Interconnection Trunks or add additional Tandem Interconnection Trunks if the total number of Tandem Interconnection Trunks between ICG's network and that Verizon Tandem exceeds 240 trunks.

2.3 One Way Interconnection Trunks.

2.3.1 Where the Parties have agreed to use One-Way Interconnection Trunks for the delivery of traffic from ICG to Verizon, ICG, at ICG's own expense, shall:

2.3.1.1 provide its own facilities for delivery of the traffic to the ICG Collocation arrangement at the Verizon-IP or to the third-party Collocation arrangement used by ICG at the Verizon-IP; and/or

2.3.1.2 obtain transport for delivery of the traffic to the ICG Collocation arrangement at the Verizon-IP or to the third-party Collocation arrangement used by ICG at the Verizon-IP (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon; and/or

2.3.1.3 order the One-Way Trunks from Verizon in accordance with the rates, terms and conditions set forth in this Agreement and applicable Verizon Tariffs, for installation on an Entrance Facility obtained by ICG from Verizon pursuant to Sections 2.1.3.3 and 2.1.4, and also order multiplexing and transport from Verizon pursuant to Sections 2.1.3.3 and 2.1.4.

2.3.1.3.1 For each Tandem One-Way Interconnection Trunk group provided by Verizon to ICG with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ICG will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%).

2.3.2 Where the Parties have agreed to use One-Way Interconnection Trunks for the delivery of traffic from Verizon to ICG, Verizon, at Verizon's own expense, shall:

2.3.2.1 provide its own facilities for delivery of the traffic to the Verizon Collocation arrangement or interconnection arrangement at the ICG-IP or to the third-party Collocation arrangement used by Verizon at the ICG-IP; or

2.3.2.2 obtain transport for delivery of the traffic to the Verizon Collocation arrangement or interconnection arrangement at the ICG-IP or to the third-party Collocation arrangement used by Verizon at the ICG-IP (a) from a third-party, or, (b) if ICG offers such transport pursuant to this Agreement or an applicable ICG Tariff, from ICG; or

2.3.2.3 order the One-Way Trunks from ICG in accordance with the rates, terms and conditions set forth in this Agreement and applicable ICG Tariffs for installation on an Entrance Facility obtained by Verizon from ICG pursuant to Sections 2.1.5.3 and 2.1.6, or obtain the One-Way Trunks from a third-party

that has established an interconnection arrangement with ICG.

2.4 Two-Way Interconnection Trunks.

- 2.4.1 Where the Parties have agreed to use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ICG, ICG shall order from Verizon, and Verizon shall provide, the Two-Way Interconnection Trunks, and the Entrance Facility on which such Trunks will ride, and transport and multiplexing, in accordance with the rates, terms and conditions set forth in this Agreement and Verizon's applicable Tariffs.
- 2.4.2 Upon the parties undertaking a Major Project, where the Parties have agreed to use Two Way Interconnection Trunks, prior to ordering any Two-Way Interconnection Trunks from Verizon, ICG shall meet, telephonically or in person, with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party forecasted originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Interconnection Trunks and the interface specifications at the Point of Interconnection (POI). For purposes of this Section 2.4.2, a "Major Project" is a project that requires the coordination and execution of multiple orders or related activities between and among Verizon and ICG work groups including, but not limited to, the initial establishment of Interconnection or Access Toll Connecting Trunk groups between a Verizon switch and an ICG switch, NXX code moves, re-homes, facility grooming, network rearrangements, a conversion from One Way Interconnection Trunks to Two-Way Interconnection Trunks, and installation of a new switch.
- 2.4.3 Two-Way Interconnection Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI. Where ICG is collocated in a Verizon Wire Center, the POI may be at the Verizon Wire Center.
- 2.4.4 On a semi-annual basis, ICG shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that ICG anticipates that Verizon will need to provide during the ensuing two (2) year period. ICG's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as provided to ICG and in effect at that time.
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic CCS equal to five (5).

- 2.4.8 Verizon and ICG shall engineer Two-Way Interconnection Trunks using national standards and measurement methodologies. Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of B.005. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of B.01. In performing trunk blockage measurements, Verizon will use an average time consistent busy hour methodology, as set out in Telcordia publication SR-TAP-000191. If ICG elects to perform trunk blockage measurements using a method of measurement (for instance, a method that uses a peak busy hour measurement) that differs from that used by Verizon and ICG's method of measurement indicates a need for a different number of Two-Way Interconnection Trunks than the method of measurement used by Verizon, the Parties shall negotiate in good faith to determine the number of Two-Way Interconnection Trunks that should be used. If the Parties are unable to agree upon the number of Two-Way Interconnection Trunks that should be used, either Party may submit the matter to dispute resolution pursuant to Section 14 of the General Terms and Conditions.
- 2.4.9 After a Two-Way Interconnection Trunk group has been established, ICG shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on such Two-Way Interconnection Trunk group. ICG shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. The provisioning intervals offered by Verizon to ICG for orders for 240 or fewer DS0 Two-Way Interconnection Trunks shall be no longer than the provisioning intervals offered by Verizon to other similarly situated CLECs for orders for 240 or fewer DS0 Two-Way Interconnection Trunks. Except as otherwise provided in an applicable Verizon Tariff, the provisioning intervals offered by Verizon to ICG for orders for 240 or more DS0 Two-Way Interconnection Trunks shall be subject to negotiation by the Parties. ICG orders for Two-Way Interconnection Trunks shall be subject to Section 2.2.5 above and other applicable provisions of this Agreement and applicable Verizon Tariffs. ICG shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.
- 2.4.10 Each Party may monitor Two-Way Interconnection Trunk Groups using service results for the applicable design-blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Interconnection Trunk group and ICG has not notified Verizon that it has corrected such blocking, Verizon may submit to ICG a Trunk Group Service Request directing ICG to remedy the blocking. Upon receipt of a Trunk Group Service Request, ICG will complete an ASR to augment the Two-Way Interconnection Trunk Group with excessive blocking and submit the ASR to Verizon within five (5) Business Days. If ICG observes blocking in excess of the applicable design objective on any final Two-Way Interconnection Trunk group, ICG shall submit an ASR to augment the Two-Way Interconnection Trunk Group.

- 2.4.11 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ICG will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ICG will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event ICG fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this section, Verizon may bill ICG for the excess Interconnection Trunks at the applicable rates provided for in the Pricing Attachment, provided that Verizon sends ICG written notice, in the form of a Trunk Group Service Request, sixty (60) days prior to sending a bill and such notice identifies the underutilized trunk groups.
- 2.4.12 The performance standard on final Two-Way Interconnection Trunks shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.13 Because Verizon will not be in control of the timing and sizing of the Two-Way Interconnection Trunks between its network and ICG's network, Verizon's performance on these Two-Way Interconnection Trunk groups (except for maintenance intervals and missed installation appointments) shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 2.4.14 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Interconnection Trunk group and install One-Way Interconnection Trunks to the applicable POI.
- 2.4.15 Each Party will route its traffic to the other Party over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP192, including but not limited to those standards requiring that a call from either Party to the other Party's End Office will first be routed to the End Office Interconnection Trunk group between ICG and the Verizon End Office.
- 2.4.16 When the Parties implement Two-Way Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Interconnection Trunks. ICG will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Interconnection Trunks ride equal to ICG's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on ICG's side of ICG's-IP, which charges shall be solely the financial responsibility of ICG. Non-recurring charges for the

facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the ICG-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on ICG's side of the ICG-IP, ICG shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.4.16, if ICG fails to provide IPs in accordance with this Agreement, ICG will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Interconnection Trunk groups until ICG establishes such IPs.

3. Alternative Interconnection Arrangements

3.1 End Point Fiber Meet

3.1.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish an End Point Fiber Meet arrangement, which may include a SONET backbone with an optical interface at the OC-n level in accordance with the terms of this Section. The Fiber Distribution Frame at the ICG location shall be designated as the POI for both Parties.

3.1.2 The establishment of any End Point Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the End Point Fiber Meet arrangement.

3.1.3 The Parties will mutually agree upon the types of traffic that will be delivered over an End Point Fiber Meet arrangement.

3.2 Other Interconnection Arrangements

3.2.1 To the extent that a Party ("Providing Party") is required by Applicable Law to provide the other Party interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access at a technically feasible point other than those points of interconnection specified in Sections 2 and 3.1 above, or by a technically feasible method other than those methods of interconnection specified in Sections 2 and 3.1 above, upon request by the other Party, the Providing Party shall provide such interconnection, pursuant to rates, terms and conditions (including, but not limited to, terms and conditions with regard to routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and reasonable distance limitations) to be negotiated in good faith, and agreed to in writing, by the Parties. Such interconnection shall be provided in accordance with, but only to the extent required by, Applicable Law.

3.2.2 Except as otherwise agreed by the Parties, interconnection arrangements established pursuant to this Section 3.2 shall be used only for the termination of Reciprocal Compensation Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic.

4. Initiating Interconnection

- 4.1 If ICG determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, ICG shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 4.2 The notice provided in Section 4.1 shall include (a) the initial Routing Point(s); (b) the applicable POIs and ICG-IPs to be established in the relevant LATA in accordance with this Agreement; (c) ICG's intended Interconnection activation date; and (d) a forecast of ICG's trunking requirements conforming to Section 14.3; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.
- 4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of ICG's notice provided for in Section 4.1, Verizon and ICG shall confirm the POI, Verizon-IP(s), the ICG-IP(s) and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

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

5.2 Trunk Group Connections and Ordering.

- 5.2.1 Both Parties shall use either a DS-1 or DS-3 interface at the POI. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1, at the POI, when and where available. When Interconnection Trunks are provisioned using a DS-3 interface facility, ICG shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be used for Two-Way Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used, then ICG shall pay 100% of the facility charges for the Two-Way Interconnection Trunks. In accordance with Section 28 of the General Terms and Conditions, Verizon will give ICG notice of a planned change in the location of any DS-3 Intermediate Hub being used by ICG.
- 5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 5.2.3 Unless mutually agreed to by both Parties, each Party will out pulse ten (10) digits to the other Party.
- 5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally