

1400 16th Street, N.W.
Suite 500
Washington, DC 20036
(202) 332-5922 office
(202) 483-9277 fax
dtettelba@czn.com e-mail



REC'D TN
REGULATORY AUTH.
'00 MAR 1 PM 3 37
OFFICE OF THE
EXECUTIVE SECRETARY
February 29, 2000

RICHARD M. TETTELBAUM Associate General Counsel

FEDERAL EXPRESS

Honorable David K. Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Dear Mr. Waddell:

00-00159

Enclosed for filing are an original and twelve copies of the petition of Citizens Telecommunications Company of Tennessee for approval of a voluntarily negotiated interconnection agreement, along with a check in the amount of twenty-five dollars (\$25.00) to cover the filing fee.

Please stamp as received the enclosed receipt copy and return it in the enclosed postage-paid envelope.

Yours very truly,

Richard M. Tettelbaum

cc (w/encl.)
J. Michael Swatts
Lawrence Wetzel

PAID
3-1-00
\$25.00
CK# 130293

POSTED
3-1-00
00-00159

ORIGINAL

Agreement Number: 00-CTCTN-001

REC'D TN
REGULATORY ACT.
'00 MAR 1 PM 3 38
EXECUTIVE SECRETARY

00-00159

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

Citizens Telecommunications Company of Tennessee LLC

and

Citizens Telecommunications Company

Dated: February 25, 2000

AGREEMENT FOR LOCAL INTERCONNECTION

Table of Contents

	Page
SECTION 1.	1
SECTION 2.	1
SECTION 3.	3
SECTION 4.	3
SECTION 5.	5
SECTION 6.	5
SECTION 7.	6
SECTION 8.	6
SECTION 9.	6
SECTION 10.	7
SECTION 11.	7
SECTION 12.	8
SECTION 13.	8
SECTION 14.	8
SECTION 15.	8
SECTION 16.	8
SECTION 17.	8
SECTION 18.	9
SECTION 19.	9
SECTION 20.	9
SECTION 21.	9
SECTION 22.	9
SECTION 23.	9
SECTION 24.	10
SECTION 25.	11
SECTION 26.	11
SECTION 27.	11
SECTION 28.	11

ATTACHMENT 1 – TRANSPORT & TERMINATION

EXHIBIT A – INTERCONNECTION TRUNKING ARRANGEMENT &
SPECIFIED POINTS OF INTERCONNECTION

ATTACHMENT 2 – INTERIM SERVICE PROVIDER NUMBER PORTABILITY

EXHIBIT A – INTERIM SERVICE PROVIDER NUMBER PORTABILITY
RATES

ATTACHMENT 3 – RESALE OF LOCAL SERVICES

EXHIBIT A - RESALE

ATTACHMENT 4 – UNBUNDLED LOCAL LOOPS

EXHIBIT A – UNBUNDLED LOCAL LOOP RATES

AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 25th day of February, 2000, is by and between Citizens Telecommunications Company of Tennessee LLC, a Delaware corporation, having its principal place of business at 3 High Ridge Park, Stamford, Connecticut 06905 ("Citizens") and Citizens Telecommunications Company, a Delaware corporation, having its principal place of business at 5600 Headquarters Drive, Plano, TX 75025-1209 ("CLEC"). Citizens and CLEC may also be referred to herein singularly as a "Party" or collectively as "the Parties".

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Tennessee; and

CLEC is a telecommunications company authorized by the Tennessee Public Utilities Commission to provide local exchange telecommunications services in the State of Tennessee; and

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

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and Citizens hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Services is a service that connects interexchange carriers to their customers located within a local access and transport area (LATA). An access service is used in originating and terminating interLATA telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.3. Act means the Telecommunications Act of 1996.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Public Service Commission(s) ("PSC") of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has a Local Exchange Carrier Tariff approved by the applicable PSC.

2.6. CLLI Codes means Common Language Location Identifier Codes

2.7. Commission means the Public Utilities Commission.

2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps")

2.9. DS3 is a digital signal rate of 44.736 Mbps.

2.10. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance or Telecommunications Industry Solutions (ATIS) document which, defines industry standards for exchange message records.

2.11. Interconnection in this Agreement is as defined in the Act.

2.12. Local Exchange Routing Guide (LERG) is a Telcordia reference document used by CLECs to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2.13. Local Exchange Service means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area boundary as established and defined by the applicable state commission.

2.14. Local Interconnection Guide (the "Guide") means the document provided to CLEC by Citizens, included by reference herein and made a part hereof, which outlines the process and procedures for ordering and maintaining CLEC Services. This document may be updated from time to time by Citizens.

2.15. Local Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.

2.16. Meet-Point Billing (MPB) refers to a billing arrangement used when two telecommunications Carriers jointly provide a Switched Access Service over meet point trunks, with each Carrier receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the Carriers will decide whether a single bill or multiple bill will be sent.

2.17. Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC, in two or more states within a single LATA.

2.18. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC).

2.19. Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network.

2.20. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging local traffic.

2.21. Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

2.22. Wire Center denotes a building or space within a building which serves as an aggregation point on a given Carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. However, for purposes of interconnection service, Wire Center will mean those points eligible for such connections as specified in the FCC Docket No. 91-141 (Expanded Interconnection with LEC Facilities, Transport, Phase I), and rules adopted pursuant thereto.

SECTION 3. DEPOSIT REQUIREMENTS

3.1 Citizens may, in order to safeguard its interest, require CLEC to make a deposit to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.2. Such deposit may not exceed two (2) months' estimated billing.

3.3. The fact that a deposit has been made in no way relieves CLEC from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

3.4. Citizens reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

3.5. In the event that CLEC defaults on its account, service to CLEC will be terminated and any deposits held will be applied to its account.

3.6. In the case of a cash deposit, interest at the rate of 8% percent per annum will be paid to CLEC during the continuance of the deposit. Interest on a deposit will accrue annually.

SECTION 4. Coordination of Transfer of Service (excluding Resale)

4.1 Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that when an end user transfers service from one Party to the other Party it will be necessary for the parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will also need to be coordinated between the Parties to ensure quality services to the public.

4.2 Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Each party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and number portability activity between the Parties. Citizens' representatives are the Competitive Resource Administration Group (CRAG). The procedures will address the possibility of processing bulk transfer requests. Citizens may describe some

of these procedures in its Local Interconnection Guide. Reference to Citizens' Local Interconnection Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Agreement and Citizens' Local Interconnection Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall apply.

4.3 No Charges for Coordinated Transfer of Service Activities. There will be no charges between the Parties or compensation provided by one party to the other Party for the coordinated transfer of service activities described in this Section 3.5. based upon standard ordering intervals defined in Citizens' Local Interconnection Guide. Any and all expedited orders will incur a charge of \$75.00.

4.4 Letter or Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5 Transfer of Service Announcement. In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided by the Party formerly providing service for a minimum of four months.

4.6 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number immediately upon disconnect coinciding with the service transfer date. It is recommended that the installation date precede the disconnection date.

4.7 Disconnect and Coordination of Local Number Portability for Service Transfers without Change of Number. In the case where an end user changes service from one Party to the other Party and the end user retains its original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, new network number porting information, and date service should be transferred using the industry standard LSR format. The Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.8 Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes combined requests for transfers where the end user will retain one or more telephone numbers and where the end user will not change one or more telephone numbers.

4.9 Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

4.10 Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the Network Interface Device (NID) consistent with Federal Communication Commission rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

SECTION 5. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

SECTION 6. ESCALATION DISPUTE RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

6.1. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

6.2. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

6.3. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute will be submitted to binding arbitration by a single arbitrator pursuant to the

Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery will be controlled by the arbitrator. The arbitration hearing will be commenced within sixty (60) days of the demand for arbitration. The arbitration will be held in the state of interconnection as mutually agreed to by the Parties. The arbitrator will control the scheduling so as to process the matter expeditiously. The arbitrator will rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.4. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

SECTION 7. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 7.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 7.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;
- 7.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 7.4. Labor difficulties, such as strikes, picketing or boycotts;
- 7.5. Delays caused by other service or equipment vendors;
- 7.6. Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 8. COMMISSION DECISION

This Agreement will at all times be subject to such review by the Commission or FCC as permitted by the Telecommunications Act of 1996. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Agreement.

SECTION 9. REGULATORY CHANGES

Either Party may request an amendment to take into account any changes in Commission or FCC rules and requirements, including changes resulting from judicial review of applicable regulatory decisions.

SECTION 10. REGULATORY APPROVAL

The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 11. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

11.1. CLEC agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of CLEC services, located within Citizens operating areas.

11.2. Citizens will include CLEC's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End Users are ordinarily included, and directory assistance databases. Listings of CLEC's End Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

11.3 CLEC will identify any of these subscribers that are "non-published" customers. CLEC will provide Citizens with the directory information for all its End Users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. CLEC will provide all subscriber listings at no charge to Citizens or its publisher.

11.4 CLEC's End Users' standard primary listing information in the telephone directories will be provided at no charge. CLEC will pay Citizens' tariffed charges for additional and foreign white page listings.

11.5 Both Parties will use their best efforts to ensure the accurate listing of CLEC's End User listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

11.6 Citizens will accord CLEC directory listing information the same level of confidentiality which Citizens accords its own directory listing information. CLEC grants Citizens full authority to provide CLEC subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of CLEC listings to other directory publishers.

11.7 Citizens will distribute its telephone directories to CLEC's End Users in a manner similar to the way it provides those functions for its own end users.

11.8 CLEC will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that CLEC has the right to place such listings on behalf of its End Users. CLEC agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, CLEC agrees to release, defend, hold harmless and indemnify Citizens 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 Citizens' listing of the information provided by CLEC hereunder.

11.9 Citizens' liability to CLEC in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by CLEC for such listing. In addition, CLEC agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Citizens' liability to CLEC's

End Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End Users are subject to.

SECTION 12. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 13. TERM OF AGREEMENT

The initial term will be for 1 year from the Effective Date. Thereafter, this Agreement may be renewed for successive one-year terms on the anniversary of the Effective Date provided CLEC forwards a written request to renew to Citizens not less than 90 days prior to the expiration date. Citizens will provide CLEC with current prices for the services covered by this contract no later than 30 days after receiving the written request to renew.

SECTION 14. EFFECTIVE DATE

This Agreement will become effective upon approval by the State Commission.

SECTION 15. AMENDMENT OF AGREEMENT

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment must be made in writing.

SECTION 16. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

SECTION 17. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 18. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS

AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 19. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

SECTION 20. ASSIGNMENT

This Agreement may not be assigned to another party without written consent of the other Party, which consent will not be unreasonably withheld.

SECTION 21. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1996 and the laws of the State Commission. It will be interpreted solely in accordance with the terms of the Telecommunications Act and applicable state law.

SECTION 22. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

SECTION 23. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

SECTION 24. CONFIDENTIALITY AND PUBLICITY

24.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 12.

24.2. As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

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

24.3.1. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

24.3.2. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

24.3.3. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

24.4. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

24.4.1. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

24.4.2. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

24.4.3. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

24.4.4. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

24.4.5. is approved for release by written authorization of the disclosing Party; or

24.4.6. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

24.4.7. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

24.5. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions

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

24.6. Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

24.7. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

24.8. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

24.9. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement. The Parties further agree to seek commercial confidential status for this Agreement with any regulatory commission with which this Agreement must be filed or otherwise provided, to the extent such a designation can be secured.

SECTION 25. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any End User customer of CLEC, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 26. HEADINGS

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

SECTION 27. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 28. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For CLEC:
Citizens Telecommunications Company
Attention: Todd Wells
5600 Headquarters Drive
P.O. Box 251209
Plano, TX 75025-1209
Tel: (469) 365-3921
Fax: (469) 365-3600

and to Citizens, addressed as follows:
Citizens Communications
Attn: Interconnection Manager, West
Interconnection Services Dept.
P.O. Box 860
Palo Cedro, CA 96073
Tel: (530) 547-2218
Fax: (530) 547-2233

Citizens Communications
Attn: Interconnection Manager, East
Interconnection Services Dept.
5600 Headquarters Dr., P.O. Box 251209
Plano, TX 75025-1209
Tel: (469) 365-
Fax: (469) 365-4815

cc: Citizens Communication (for Western Properties)
Barbara Snider
7901 Freeport Blvd.
Sacramento, CA 95832
Tel: (916) 665-5335
Fax: (916) 665-5351

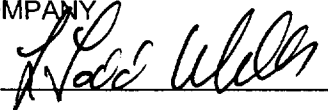
Any Invoices should be sent to:
Citizens Communications
Attention: Supervisor—Access Validation, A1016
5600 Headquarters Dr., P.O. Box 251209
Plano, TX 75025-1209
Tel: (469) 365-3921
Fax: (469) 365-4247

Citizens Communications (for Eastern Properties)
Richard Tettlebaum
1400 16th St., N. W., Suite 500
Washington, DC 20036
Tel: (202) 332-5922
Fax: (202) 483-9277

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

CITIZENS TELECOMMUNICATIONS
COMPANY

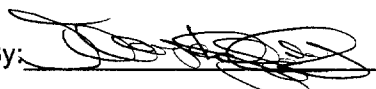
By: 

Typed: Todd Wells

Title: VP – Finance & Planning

Date: 2-25-00

CITIZENS TELECOMMUNICATIONS
COMPANY OF TENNESSEE LLC

By: 

Typed: F. Wayne Lafferty

Title: VP, Regulatory & Government Affairs

Date: 2/25/00

ATTACHMENT 1

TRANSPORT & TERMINATION

ATTACHMENT 1 – TRANSPORT & TERMINATION

The Parties hereto, agree to interconnect their facilities and networks for the transport of local traffic as follows:

SECTION 1. DEFINITIONS

1.1. "Transport and Termination" denotes transmission and switching facilities used for the exchange of local traffic between Citizens and the CLEC.

SECTION 2. Interconnection Trunking Arrangements

2.1. The Parties will interconnect their networks as specified in the terms and conditions contained in Exhibit A attached hereto and incorporated by reference. POIs set forth in this Agreement, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld.

2.2. For each Citizens Central Office tandem where CLEC and Citizens interconnect for the transport of local traffic, the Parties agree that there will be a single POI at the Citizens wire center or reasonably agreed to local POI location.

2.3. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Citizens be required to modify its network to accommodate the interconnection request made by CLEC, CLEC agrees to pay Citizens reasonable charges for such modifications.

2.4. The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

2.5. Interconnection will be provided via two-way trunks. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards, attached hereto and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASR/LSR as referenced in Citizens Local Interconnection Guide.

2.6. This Agreement is applicable only to Citizens' serving areas. Citizens will not be responsible for interconnections or contracts relating to any CLEC's interconnection with any other Carrier.

SECTION 3. Testing and Trouble Responsibilities

CLEC and Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

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

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

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

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

3.5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

3.6. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

3.7. Immediately report to each other any equipment failure which may affect the interconnection trunks.

3.8. Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

SECTION 4. Interconnection Forecasting.

4.1. Each Party will provide the other a two year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other.

4.2. The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

4.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all Facilities between Citizens' Central Office and CLEC's will be engineered to achieve P.01 Grade of Service.

4.4. All requests by CLEC to Citizens to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

SECTION 5. Reciprocal Compensation For the Transport and Termination of Interchanged Traffic.

5.1. The Parties agree that local traffic will be exchanged between the Parties on a bill and keep basis.

5.2. Compensation for use of facilities for interconnection will be billed according to tariffed rates as specified in Citizens' FCC Tariff No. 1.

5.3. Late payment charges for interconnection charges will be assessed as described in each

Party's applicable tariffs.

5.4. A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

5.4.1. No trouble is found in the interconnection trunks; or

5.4.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

5.4.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

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

Billing for maintenance service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in Citizens' applicable tariff.

EXHIBIT A

INTERCONNECTION TRUNKING ARRANGEMENTS
AND
SPECIFIED POINTS OF INTERCONNECTION

CITIZENS SWITCH LOCATION (CLLI Code)	CLEC POI (CLLI Code)	RC (Rate Center)	NPA NXX
<u>CKVLTNXA05T</u>	<u>CKVLTNXAH15</u>	<u>Cookeville, TN</u>	<u>Not Available</u>
<u>DRSDTNXADS0</u>	<u>DRSDTNXAH08</u>	<u>Dresden, TN</u>	<u>Not Available</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

ATTACHMENT 2

INTERIM SERVICE PROVIDER NUMBER PORTABILITY

ATTACHMENT 2 – INTERIM SERVICE PROVIDER NUMBER PORTABILITY

ATTACHMENT 2 - Interim Service Provider Number Portability

SECTION 1. Description of Service

1.1. Interim Service Provider Number Portability ("ISPNP") is a service arrangement that can be provided by Citizens to CLEC or by CLEC to Citizens. Although this Agreement describes Citizens to CLEC arrangements, CLEC must make ISPNP available to Citizens on a reciprocal basis under the same terms and conditions.

1.2. ISPNP allows an end user customer to transfer service from Citizens to CLEC and to retain their existing telephone number. ISPNP allows incoming calls to Citizens provided telephone numbers to be routed to the CLEC's network for completion. ISPNP is available only for working telephone numbers assigned to Citizens' customers who request to transfer to CLEC provided service.

1.3. Citizens reserves the right to determine the type of serving arrangement used to redirect ISPNP calls to the CLEC network (e.g., remote call forwarding ("RCF")). Additional capacity for simultaneous call forwarding is available where technically feasible on a per path basis. CLEC will need to specify the number of simultaneous calls to be forwarded for each number ported.

1.4. ISPNP is subject to the following restrictions:

1.4.1. An ISPNP telephone number may be assigned by CLEC only to CLEC's customers located within Citizens' local calling area and toll rating area which is associated with the NXX of the ported number.

1.4.2. ISPNP is applicable only if CLEC is engaged in a reciprocal traffic exchange arrangement with Citizens.

1.4.3. Only the existing, Citizens assigned end user telephone number may be used as a ported number for ISPNP.

1.4.4. ISPNP will not be provided by Citizens for Citizens' customers whose accounts are in arrears and who elect to make a change of service provider unless and until:

1.4.4.1. Full payment for the account (including directory-advertising charges associated with the customers telephone number) is made by customer or CLEC agrees to make full payment on behalf of the customer.

1.4.4.2. Citizens is notified in advance of the change in service provider and a change of responsibility form is issued. Citizens accepts the transfer of responsibility.

1.4.5. ISPNP services will not be resold, shared or assigned by CLEC.

1.4.6. ISPNP is not offered for NXX Codes 555, 976, 960 and 1+ sent-paid telephones, and service access codes (i.e. 500, 700, 800/888, 900). ISPNP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign central office service, as well as restrictions that may apply for unique services; e.g., DID, hunting arrangements. Furthermore, ISPNP numbers may not be used for mass calling events.

1.4.7. The ported telephone number will be returned to the originating company when the service associated with the ported number is disconnected. The company assigned the ported number may not retain it and reassign it to another customer. The normal intercept announcement will be provided by Citizens for the period of time until the telephone number is

reassigned by Citizens.

1.4.8. When local number portability is available, ISNP will no longer be provided by Citizens. Once the Citizens switch becomes local number portability capable, Citizens will notify the CLEC. The CLEC has 45 days to convert from ISNP to local number portability.

SECTION 2. Customer of Record

2.1. CLEC will become the customer of record for the ported telephone number.

2.2. CLEC will be responsible for all future charges associated with the ISPNP arrangement including collect, third number billed calls and any other calls charged to the Citizens provided telephone number.

SECTION 3. Ordering and Maintenance

3.1. CLEC is responsible for all dealings with and on behalf of CLEC's end users, including all end user account activity, e.g. end user queries and complaints.

3.2. If an end user requests transfer of service from CLEC back to Citizens, Citizens may rely on that end user request to cancel the ISPNP service.

3.3. Certain features are not available with ISPNP telephone numbers. Calling party information passed to the CLEC network may reflect the Citizens provided telephone number.

3.4. CLEC's designated ISPNP switch must return answer and disconnect supervision to Citizens' switch.

3.5. The Party ordering the ported number shall pay a monthly recurring and nonrecurring charges as shown in Exhibit A. If Customers chose not to port their numbers, the original service-providing Party will provide a referral announcement advising callers of the new Customer's number. Charges for referral announcements are shown in Exhibit A. The monthly recurring and nonrecurring charges constitute full payment for interim number portability and no other charges apply. All rates shown in Exhibit A.

EXHIBIT A

Interim Service Provider Number Portability Rates

	<u>Monthly Rates</u>
Primary Business Number, per 1 path ported	\$ 2.00
Residence number ported, 1 per path	\$ 2.00
Each additional path associated with the primary number	\$.75

ATTACHMENT 3

RESALE OF LOCAL SERVICES

ATTACHMENT 3 – Resale of Local Services

Section 1. DEFINITIONS

1.1 End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

1.2 End User means the ultimate user of the telecommunications services being resold by Reseller. "End User" will mean an end user customer within Citizens' operating area, which is presently an End User of Citizens.

1.3 End User Customer Location means the physical location of the premises where an End User makes use of the telecommunications services.

1.4 Resale means an activity wherein a certificated CLEC, such as Reseller subscribes to the retail telecommunications services of Citizens and then re-offers those telecommunications services to the public with or without "adding value".

SECTION 2. SERVICE TO END USERS

2.1 Reseller will be the End User of Record for all services purchased from Citizens. Except as otherwise specified herein, Citizens will only take orders from, bill and expect payment from Reseller for all services. Reseller will be Citizens' single point of contact for all services purchased pursuant to this Agreement.

2.2. Citizens will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Citizens.

2.3. Citizens maintains the right to serve directly any End User within Citizens' serving area. Citizens will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Reseller.

2.4. Neither Party will interfere with the right of any person or entity to obtain service directly from the other Party.

2.5. An End User may retain its current telephone number, unless the End User has past due charges associated with the Citizens' account for which payment arrangements have not been made. Citizens will not, however, make the End User's previous telephone number available to Reseller until the End User's outstanding balance has been paid. If Reseller requests service for an End User that has been denied service or disconnected for non-payment by Citizens, and the End User still has an outstanding balance with Citizens, Citizens will not establish service for that End User through Reseller until the outstanding balance is paid. Denied service means that the service of an End User provided by a local exchange telecommunications company, including Citizens, has been temporarily suspended for nonpayment and is subject to complete disconnection.

2.6. Telephone numbers associated with Citizens' retail telecommunication services offered for resale are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by Citizens, and no right to the continuance of service through any particular central office. Citizens reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in

The local exchange telecommunications industry.

2.7. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

2.8. Service will be discontinued by Citizens if any law enforcement agency advises that the service is being used in violation of the law.

2.9. Citizens can refuse to provide service to Reseller when it has reasonable grounds to believe that service will be used in violation of the law.

SECTION 3. CITIZENS' PROVISION OF SERVICES TO RESELLER

3.1. Reseller agrees that its resale of Citizens services will be as follows:

3.1.1. The resale of telecommunications services will be limited to End Users and uses conforming to the class of service restrictions in Citizens' Local Exchange Service Tariff in the Requested State and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable PSC.

3.1.2. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Citizens' sole discretion. Interest will apply at the rate of 1% per month or 12% annually, or the maximum allowed by law, whichever is greater, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to Citizens may be assessed.

3.1.3. Citizens reserves the right to periodically audit services purchased by Reseller. Such audit will not occur more than once in a calendar year. Reseller will make any and all records and data available to Citizens or Citizens' auditors on a reasonable basis. Citizens will bear its own costs and those of Citizens' auditors for said audit.

3.2. Resold services can only be used in the same manner as specified in Citizens' Tariff filed in the Requested State. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Citizens in the appropriate section of Citizens' Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer.

3.3. Reseller may resell Citizens' services only within the specific Citizens' service area as defined in Citizens' Tariff.

3.4. Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

3.5. Law enforcement agency subpoenas and court orders regarding End Users of Reseller will be directed to Reseller. Citizens will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller End Users. Citizens will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Reseller's End Users.

3.6. Reseller may resell the tariffed retail local exchange services of Citizens subject to the terms and conditions specifically set forth herein and as described in Exhibit A attached hereto.

Notwithstanding the foregoing, the following are not available for purchase: grandfathered services; promotional and trial retail service offerings of less than ninety (90) days duration; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services; legislatively or administratively mandated specialized discounts (e.g., educational institution discount) and discounted services to meet competitive situations.

3.7. White page directory listings will be provided in accordance with regulations set forth in Citizens' Local Exchange Service Tariff.

3.8. Reseller agrees to abide by the terms and conditions of the Guide, which is incorporated by reference herein.

3.9. Reseller is liable for all fraud associated with service to its End Users and accounts. Citizens takes no responsibility, will not investigate, and will make no adjustments to Reseller's account in cases of fraud unless such fraud is the result of an intentional act or gross negligence of Citizens'. Notwithstanding the foregoing, if Citizens becomes aware of potential fraud with respect to Reseller's accounts, Citizens will promptly inform Reseller and, at the direction of Reseller, take reasonable action to mitigate the fraud where such action is possible. Further, notwithstanding the foregoing, if Reseller orders a resold line to be equipped with toll blocking, and Citizens fails to so equip the line, Citizens will not require Reseller to pay for intraLATA toll billed to that resold line prior to toll blocking being placed on the line. However, Reseller remains liable for intraLATA toll calls if the resold line is equipped with toll blocking by Citizens and an End User bypasses a blocking arrangement and makes toll calls by some other means.

SECTION 4. MAINTENANCE OF SERVICES

4.1. Services resold by Citizens will be maintained by Citizens, up to and including the Network Interface Device.

4.2. Reseller or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Citizens, other than by connection or disconnection to any interface means used.

4.3. Reseller accepts responsibility to notify Citizens of situations that arise that may result in a service problem.

4.4. Reseller will be the single point of contact for all repair calls on behalf of Reseller's End Users.

4.5. Reseller will contact the appropriate repair centers in accordance with procedures established by Citizens.

4.6. For all repair requests, Reseller accepts responsibility for adhering to Citizens' prescreening guidelines prior to referring the trouble to Citizens.

4.7. Citizens will bill Reseller for handling troubles that are found not to be in Citizens' network pursuant to its standard time and material charges as set forth in Citizens' Tariff.

4.8. Citizens reserves the right to contact Reseller's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Reseller may initiate.

SECTION 5. ESTABLISHMENT OF SERVICE

5.1. Reseller must provide the appropriate Citizens' representative the necessary

documentation to enable Citizens to establish a master account for Reseller. Such documentation will include a completed CLEC Master Account Questionnaire, proof of authority to provide resold telecommunications services within Citizens' territory, proof that tariffs are on file and approved by the applicable PSC, and a tax exemption certificate, if applicable. Citizens will begin taking orders for the resale of service after the necessary documents have been provided to Citizens, necessary deposit requirements are met, and this Agreement has been approved by the appropriate state PSC.

5.2. Service orders and preorders will be in a standard format designated by Citizens as set forth in the Guide. Service orders fees will apply as set forth in Citizens' Tariff.

5.3. When notification is received from Reseller that a current End User of Citizens will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

5.4. When an existing End User of Citizens switches to Reseller, Reseller must provide Citizens with the end user line numbers and applicable feature detail, as set forth in the Guide.

5.5. Reseller will be the single point of contact with Citizens for all subsequent ordering activity resulting in additions or changes to resold services except that Citizens will accept a request directly from the End User for conversion of the End User's service from Reseller to Citizens or will accept a request from another CLEC for conversion of the End User's service from the Reseller to the other CLEC. Citizens will notify Reseller that such a request has been processed.

5.6. If Citizens determines that an unauthorized change in local service to an End User has occurred, Citizens will reestablish service with the appropriate local service provider and will assess Reseller as the CLEC initiating the unauthorized change, an unauthorized change charge of \$100 per occurrence, per line.

SECTION 6. PAYMENT AND BILLING ARRANGEMENTS

6.1. When the initial service is ordered by Reseller, and subject to Section 4, paragraph A, above, Citizens will establish one or more accounts receivable master accounts for Reseller.

6.2. Citizens will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. Citizens will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, franchise fees and Subscriber Line Charges on an individual end user account level. In the event that an individual End User does not presubscribe to an interexchange CLEC, Reseller will be billed the applicable Primary Interexchange Carrier Charge (the "PICC"). Citizens will render bills each month on established bill days for each of Reseller's master accounts.

6.3. Payment of all charges will be the responsibility of Reseller. Reseller will make payment to Citizens for all services billed. Citizens is not responsible for payments not received by Reseller from Reseller's End User(s). Citizens will not become involved in billing disputes that may arise between Reseller and its End User(s). Payments made to Citizens as payment on account will be credited to an accounts receivable master account and not to an End User's account.

6.4. Payments will be due and payable upon receipt of the bill and will be considered late if not paid by the date specified on the bill (stated on the bill as either "Current Amount Due By" or "Current Amount Due By Date"), hereinafter referred to as ("Due Date"). Payment is considered to have been made when received by Citizens in immediately available funds.

If the Due Date falls on a Sunday or on a Holiday which is observed on a Monday, the Due Date will be the first non-Holiday day following such Sunday or Holiday. If the Due Date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the Due Date will be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the Due Date, a late payment penalty, as set forth in Paragraph I following, will apply.

6.5. When Reseller has provided proof of tax exempt certification, the total amount billed to Reseller will not include any taxes due from the End User. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the End User, unless, by law, Citizens is required to remit such tax.

6.6. If any portion of the payment is received by Citizens after the Due Date as set forth preceding, or if any portion of the payment is received by Citizens in funds that are not immediately available to Citizens, then a late payment penalty will be due to Citizens, as specified in Citizens applicable state tariff.

The late payment penalty will be the portion of the payment not received by the Due Date times a late factor. The late factor will be the highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the Due Date to and including the date that Reseller actually makes the payment to Citizens.

6.7. Any switched or flat rated (e.g., the PICC) access charges associated with interexchange CLEC access to the resold local exchange lines will be billed to the interexchange CLEC and are due to Citizens.

6.8. Citizens will not perform billing and collection services for Reseller.

6.9. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by Citizens within twenty-nine (29) days after the bill is rendered, the account will be deemed correct and binding upon Reseller. Both Parties agree to use best efforts to resolve any billing disputes through informal discussions at a working level within thirty (30) days after receipt of notice thereof. If the billing dispute is not resolved within such thirty (30) day period, both Parties agree to escalate the dispute to their respective next level of management each week until such dispute is resolved. If the dispute is resolved in Citizens' favor, and Reseller has not already paid the disputed amount, the late payment fee referenced in Paragraph F, above, will apply to any such unpaid amount from the Due Date until full payment thereof is received by Citizens. If the dispute is resolved in Reseller's favor, and Reseller has already paid the disputed amount, Reseller will receive a credit for such amount, plus interest from the date such payment was received, calculated at the rate specified in Paragraph F, above. Both Parties will retain such detailed information as may reasonably be required for resolution of the dispute during the time such dispute is pending. Notwithstanding the foregoing, Reseller agrees to pay Citizens all costs and/or expenses, including reasonable attorney's fees, incurred by Citizens in its collection of any undisputed amounts.

6.10. No partial payment by Reseller will be treated otherwise than as a payment on the master account. The acceptance by Citizens of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, will be given no effect, and Citizens may accept such check without prejudice to any other rights or remedies which Reseller may have against Citizens and apply it as a partial payment. All invoices submitted to Reseller, or payments due by Reseller to Citizens, will be paid as such and will not be netted against any amount due from Citizens. In the event Reseller makes an overpayment to Citizens, such amount will not be liable for the interest or late payment fee associated with the overpayment. Citizens will promptly return such overpayment upon Reseller's request.

SECTION 7. DISCONTINUANCE OF SERVICE TO END USER

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

7.1. Citizens will temporarily deny service to Reseller's End User on behalf of, and at the request of Reseller. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Reseller.

7.2. All requests by Reseller for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Reseller is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

7.3. Reseller will be made solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

7.4. Citizens will advise Reseller when it is determined that annoyance calls are originated from one of their End User's locations. Citizens will be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss, or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Citizens disconnecting the End User's service.

SECTION 8. DISCONTINUANCE OF SERVICE TO RESELLER

The procedures for discontinuing service to Reseller are as follows:

8.1. Citizens reserves the right to suspend or terminate service for nonpayment, or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of Citizens' Tariff, or this Agreement.

8.2. If payment of account is not received by the Due Date, Citizens may provide written notice to Reseller, that the payment is overdue and that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. Nothing contained herein will preclude Citizens' right to refuse additional applications for service without further notice. Late payment fees as set forth in Section 7F will also apply. Notification costs will be charged to the Reseller.

8.3. If payment of account or formal notice of billing dispute as set forth in Section 7, paragraph F is not received, or arrangements made, within thirty (30) days after the Due Date, the account will be considered in default and will be subject to denial, or disconnection, or both.

8.4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, Citizens will provide thirty (30) days written notice of such noncompliance. If Reseller does not cure such noncompliance, Citizens may discontinue the provision of all existing services to Reseller at any time thereafter and Reseller will be obligated to notify its End Users that service will be discontinued (as specified in Section 6 hereof). In the case of such discontinuance, all billed charges, as well as applicable termination charges, will become due. If Citizens does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Reseller's noncompliance continues, nothing contained herein will preclude Citizens right to discontinue the provision of the services to Reseller without further notice.

8.5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Citizens will reestablish service at the request

of Reseller upon payment of the appropriate connection fee and subject to Citizens 's normal application procedures.

8.6. Where Reseller discontinues its provision of service to all or substantially all of its End Users, the Reseller must send advance written notice of such discontinuance to Citizens and to each of the Reseller's End Users. Such notice must include a verification that the Reseller has notified its End Users of the discontinuance, and must state the date on which such end user notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Reseller, Citizens will continue to serve the End User at its retail rates.

SECTION 9. GENERAL PROVISIONS

9.1. The provision of services by Citizens to Reseller does not constitute a joint undertaking for the furnishing of any service, nor does it indicate that the Reseller is authorized by Citizens. Neither Party will use the name or marks, refer to or identify the other Party in advertising or publicity releases, promotional or marketing correspondence to others without first securing the written consent of such other Party. Regarding the execution of this Agreement, each Party agrees that it will not, without the prior written consent of the other Party, make any news release, public announcement, or denial or confirmation of the whole or any part of this Agreement which names the other Party.

9.2. No patent, copyright, trademark of other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sale, marketing, or advertising, of any Citizens' name or trademark.

9.3. The characteristics and methods of operation of any circuits, facilities, or equipment provided by Reseller or any of its End Users, or otherwise in conjunction with services resold hereunder, will not in any way interfere with or impair service over any facilities of Citizens, its affiliates, or its connecting and concurring CLECs involved in its service as set forth in Citizens' Tariff.

9.4. Facilities and/or equipment utilized by Citizens to provide service to Reseller and Reseller's End Users remain the property of Citizens.

SECTION 10. LIABILITY

10.1. Citizens' liability will be subject to the same terms and conditions as outlined in its Tariff.

10.2. Reseller will indemnify and hold Citizens harmless against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party, including Reseller's End Users, as a result of Citizens' furnishing of service to Reseller and Resellers provision of such services to End Users.

10.3. Citizens will be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss or damage arising from the use of services offered for resale involving:

10.3.1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or End User's own communications.

10.3.2. Claims for patent infringement arising from acts combining or using Citizens services in connection with facilities or equipment furnished by the End User or Reseller.

10.3.3. All other claims arising out of an act or omission of Reseller or its End User in the course of using services.

10.4. Reseller accepts responsibility for providing access to End Users' premises for maintenance purposes of any service resold under the provisions of this Agreement. Citizens will not be responsible for any failure on the part of Reseller with respect to any End User of Reseller.

EXHIBIT A – Resale

1. Nonrecurring Charges:

A nonrecurring charge will apply when converting a Citizens account to a Reseller account or when changing an end user from one reseller to another. The nonrecurring charge is discounted by **12%** from Citizens Tariff rate for Records only Service Ordering Charges.

2. Basic Residential Line Service and Basic Business Line Service and Public Access Line Service will be discounted at **12%**. Except as qualified in Section 4, Paragraph F.

3. The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above:

Private Line Used for Special Access

4. Services not available for Resale:

- a. Customer Premise Equipment
- b. Enhanced Services
- c. Inside Wire
- d. Concession Service
- e. Promotions of less than 90 Days

ATTACHMENT 4

UNBUNDLED LOCAL LOOPS

ATTACHMENT 5 – UNBUNDLED LOCAL LOOPS

SECTION 1. DEFINITIONS

- 1.1. Asymmetrical Digital Service Loop (ADSL) is a transmission technology that facilitates simultaneous voice and data over a single copper pair.
- 1.2. Bridged Tap Removal is the physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the end user may have limited tolerances to total bridged-tap on a circuit.
- 1.3. Cable Loading is the process of adding load coils to a metallic cable facility.
- 1.4. Cable Unloading is the process of removing load coil(s) from a metallic cable facility.
- 1.5. Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.
- 1.6. Digital Loop Carrier (DLC) is a system that enables multiple end users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.
- 1.7. Integrated Digital Loop Carrier (IDLC) is a system for connecting the remote terminals of a digital loop carrier system directly to digital switching systems in a wire center without analog-to-digital conversion.
- 1.8. Integrated Services Digital Network-Basic Rate Interface (ISDN-BRI) is a service that is a subset of ISDN. ISDN-BRI provides two bearer and one data channel over a traditional copper wire pair in accordance with established ISDN standards.
- 1.9. Main Distribution Frame (MDF) is a hardware that connects cable pairs to the line and trunk equipment terminals of a switching system.
- 1.10. Unbundled Local Loop is the transmission path from CITIZENS' MDF, or its equivalent, up to and including the CITIZENS' Network Interface Device (NID) at end user premises.
- 1.11. Universal Digital Loop Carrier (UDLC) is a configuration of a digital loop carrier system that uses a central-office terminal to provide the analog-to-digital conversions that enable analog connections to any switching system.

SECTION 2. GENERAL TERMS AND CONDITIONS

Unbundled Local Loops are provided in accordance with the specifications described herein. CITIZENS' sole obligation is to provide and maintain Unbundled Local Loops in accordance with such specifications. CITIZENS DOES NOT WARRANT THAT UNBUNDLED LOCAL LOOPS ARE COMPATIBLE WITH ANY SPECIFIC FACILITIES OR EQUIPMENT OR CAN BE USED FOR ANY PARTICULAR PURPOSE OR SERVICE. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this agreement apply only to the local loop as defined herein. CITIZENS, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network Elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.

2.1 Unbundled Local Loops may not be used to provide any service that would degrade or otherwise adversely affect CITIZENS' network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. CITIZENS will provide CLEC each Unbundled Local Loop type according to the technical parameters specified for each Unbundled Local Loop in Section 3.2 below. CITIZENS will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if CLEC requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, CITIZENS will consider the request on a case-by-case basis.

2.2 CLEC is responsible for assigning any telephone numbers necessary to provide its end users with local exchange service.

2.3 The Unbundled Local Loop is the transmission path from CITIZENS' MDF, or its equivalent, up to and including the CITIZENS' Network Interface Device (NID) at end user premises.

2.4 It is CLEC's responsibility to provision and provide E911 Services to its end users that are provisioned utilizing CITIZENS' Unbundled Local Loops.

2.5 In the event any modification of CITIZENS' facilities or construction is required to implement an unbundled local loop at any given location, additional charges will apply. CITIZENS is not required to construct or provide unbundled local loops in areas where facilities do not currently exist.

2.6 Unbundled Local Loops are only available to the CLEC for use in its provisioning of local exchange service to its end users.

2.7 To the extent that CITIZENS files a tariff that specifies terms, conditions, or rates for the performance of any action or obligation that would otherwise be governed by this Agreement and such tariff is duly approved by an appropriate governmental agency with jurisdiction over its subject matter, the terms, conditions, and/or rates of this Agreement will be superseded by the tariff.

SECTION 3. TYPES OF UNBUNDLED LOCAL LOOPS

3.1 The 2-Wire Analog loop is a two wire voice grade facility that supports 300 to 3000 Hz analog service. No line treatment or range extension is added.

3.2 The 4-Wire Analog Loop is a four wire voice grade facility that supports 300 to 3000 Hz analog service with send and receive transmission paths. No line treatment or range extension is added.

3.3 The 2-Wire ADSL Capable Loop makeup includes no bridged tap, no loading, no repeaters, 15,000 ft. maximum loop length, and 24 gauge (possible 22/24/26 gauge) wire combination.

Each request for a 2-Wire ADSL Capable Loop will go through a pre-qualification process. In those instances where a 2-Wire ADSL Capable loop is not available, the CLEC will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading and/or bridged tap removal.

3.4 The 2-Wire ISDN BRI Capable Loop is a loop facility that will meet the design requirements for ISDN Basic Rate Interface (BRI) standards of 144kbps customer useable data capacity channelized as 2B + D. The 2-Wire ISDN BRI Capable Loop makeup includes a 15,000 ft. loop length.

There are some end user locations served by loop facilities and transmission equipment that are not compatible with the ISDN BRI technical requirements and or are beyond the normal loop

lengths for ISDN BRI. Citizens will consider requests for a 2-Wire ISDN BRI Capable Loop for these locations and will determine separate charges for each request on a case-by-case basis. CLEC agrees to pay the quoted charges prior to commencement of work.

The 2-Wire ISDN BRI Capable Loop is typically provided in the following configurations:

3.4.1 Non-loaded metallic loop technically qualified for ISDN BRI transmission without the need for additional equipment.

3.4.2 A combination of Universal Digital Loop Carrier (UDLC) channels and a qualified non-loaded metallic loop.

3.5. The 4-Wire DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544Mbps. The 4-Wire DS-1 Capable Loops are only available to CLEC for use in its provision of local exchange service to its' end users.

It will be at CITIZENS' discretion to determine the manner that the 4-Wire DS-1 Capable Loop is provided. This could include; but is not limited to the following: (i) Metallic based span T-1 equipment, (ii) Channel of a fiber based system, (iii) Combination of both fiber and metallic.

Each request for a 4-Wire DS-1 Capable loop will go through a pre-qualification process. In those instances where a 4-Wire DS-1 Capable loop is not available, CLEC will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading/loading and/or bridged tap removal.

Any combination of the above stated activities could be required before the loop is capable of meeting the technical parameters required for a 1.544Mbps transmission rate. CITIZENS will determine separate charges for each request. CLEC agrees to pay the quoted charges prior to commencement of work.

SECTION 4. CONDITIONING

If CLEC requests unbundled local loop conditioning or if conditioning is required to provide one of the unbundled local loops described in this agreement, CITIZENS will condition the unbundled local loop at CLEC's expense. CITIZENS will determine separate charges for each request. CLEC agrees to pay the quoted charges prior to commencement of work.

SECTION 5. PLACEMENT OF REPEATERS

Placement of repeaters may be required or requested for unbundled local loops. CITIZENS will make this determination, but CLEC may request placement of repeaters to meet its specifications. Additional charges will apply to the placement of repeaters. CITIZENS will determine separate charges for each repeater placement. CLEC agrees to pay the quoted charges prior to commencement of work.

SECTION 6. FORM OF ACCESS

Interconnection to loops will be at CLEC's collocated equipment at the CITIZENS central office in the local exchange. Access to unbundled loops may occur in the following manner:

Access to Unbundled Local Loops that terminate on metallic pairs at the MDF will be provided to CLEC's collocated equipment in that central office.

SECTION 7. RESPONSIBILITIES OF THE PARTIES

Ninety days prior to submitting any Loop service orders, CLEC must provide to CITIZENS forecasts of the numbers of Loops that CLEC plans to order from CITIZENS at the exchange level. Thereafter, CLEC will update the forecasts on a quarterly basis. The form for submitting initial & subsequent quarterly forecasts is the Estimated Volumes for Unbundled Local Loop page of the CLEC Master Account Questionnaire.

SECTION 8. IMPLEMENTATION

To ensure correct provisioning, CITIZENS highly recommends that CLEC and CITIZENS have a technical meeting prior to CLEC ordering Unbundled Local Loops

8.1. Unbundled Local Loop Service will be available on an unbundled basis, first-come first-served, and subject to the availability of CITIZENS' facilities.

8.2. Certain of CITIZENS' geographical areas are currently served via Digital Loop Carrier (DLC) or Remote Switching Technology. If CLEC requests one or more Unbundled Local Loops in these areas, CITIZENS will notify CLEC of the lack of available facilities. CLEC may request alternative arrangements. These arrangements may include, but are not limited to: (i) copper facilities, or (ii) universal digital loop CLEC facilities, or (iii) both. Additional charges may apply. CITIZENS will determine separate charges for each request. CLEC agrees to pay the quoted charges prior to commencement of work

SECTION 9. CUTOVER

9.1 For local exchange telephone service, CLEC will be responsible for providing battery power and dial tone to its connection point two days prior to the due date on the service order.

9.2 If a coordinated cutover is not requested, the cutover will occur during CITIZENS' normal business hours upon the agreed cutover date.

9.3 CLEC may request a coordinated cutover, in which case coordination charges will apply. On each Unbundled Loop order, CLEC and CITIZENS will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which CLEC and CITIZENS personnel will make telephone contact to complete the cutover.

Within the appointed 30 minute cutover interval, CLEC personnel will call the CITIZENS personnel designated to perform cross-connection work. Work will be promptly commenced and performed following completion of this call. If CLEC's personnel fail to call or are not ready within the appointed interval, and if CLEC had not rescheduled the cutover at least 2 hours prior to the start of the interval, additional charges will apply. Delays caused by CLEC's end users are the responsibility of CLEC. Delays or rescheduling caused by CLEC or CLEC's end user will result in an additional charge.

9.4 Complex coordinated cutovers will be charged on a time and materials basis.

SECTION 10. ORDERING AND MAINTENANCE

10.1 CLEC agrees to follow the procedures in CITIZENS' Local Interconnection Guide for ordering and maintenance.

10.2. For the purpose of Unbundled Local Loop assignment, tracking, and dispute resolution, CITIZENS will require a Letter of Authorization for each end user for which CLEC has requested reassignment of the loop serving that end user.

10.3. If there is a conflict between an end user and CLEC regarding the disconnection or provision of Unbundled Local Loops, CITIZENS will honor the latest dated Letter of Authorization. If the end user's service has not been disconnected and Unbundled Local Loop Service is not yet established, CLEC will be responsible to pay the applicable service order charge. If the end user's service has been disconnected and the end user's service is to be restored with CITIZENS, CLEC will be responsible to pay the applicable nonrecurring charges as set forth in CITIZENS' applicable tariff to restore the end user's prior service with CITIZENS.

10.4. Each Party is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CITIZENS will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CITIZENS' network. CLEC must provide to CITIZENS test results where available when testing its end user's trouble prior to CITIZENS performing any repair functions. When CLEC has reported the trouble and such trouble is not in CITIZENS' network, CITIZENS will apply to CLEC the service charges in accordance with the applicable time and materials charges. CLEC agrees to follow the procedures defined in the CITIZENS Local Interconnection Guide for trouble reporting.

10.5. CLEC must submit to CITIZENS a disconnect order for any Unbundled Local Loop that is relinquished by the end user because of cessation of service. Unbundled Local Loop facilities will be returned to CITIZENS when the disconnection order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

10.6. When ordering Unbundled Local Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

10.7. CLEC will have responsibility for testing the equipment, network facilities and the Unbundled Local Loop facility. If CITIZENS performs tests of the Unbundled Local Loop facility at CLEC's request, a charge will apply unless the fault is in CITIZENS facilities.

SECTION 11. RATES and CHARGES – Shown in Exhibit A.

EXHIBIT A

Unbundled Local Loop Rates

<u>Recurring Charges</u>	<u>Monthly Rate</u>
2-Wire Analog Loop	\$ 28.09
4-Wire Analog Loop	\$ 56.18
2-Wire ADSL Capable Loop	\$ 75.72
2-Wire ISDN Capable Loop	\$ 75.72
4-Wire DS-1 Capable Loop	\$215.38
<u>Cross-Connections</u>	
2-Wire Jumper	\$ 1.90
4-Wire Jumper	\$ 3.80
<u>Non-Recurring Charges</u>	
<u>Rate</u>	
Service Order	\$ 32.01
<u>Central Office Cross-connects</u>	
2-Wire Jumper	\$ 10.90
4-Wire Jumper	\$ 21.80
<u>Cross-Connects outside the central office</u>	
2-Wire Jumper	\$ 10.90
4-Wire Jumper	\$ 21.80
Travel Charge	\$ 16.00
Customer Loop Information (per loop)	\$ 7.51

Special construction requests such as, but not limited to, Conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on a time and material basis.