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By E-Mail and Standard USPS Delivery

July 13, 2011

filed electronically in docket office on
11/13/11

Mary Freeman, Chairman
c/o Sharla Dillon, Dockets and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Docket No. 11-00110

Re: Traffic Exchange Agreement for Local and EAS Service – between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee, Citizens Telecommunications Company of the Volunteer State, LLC d/b/a Frontier Communications of the Volunteer State and YMAX Communications Corporation

Dear Chairman Freeman:

Enclosed for TRA approval are an original and one copy of the Traffic Exchange Agreement for Local and EAS Service between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee, Citizens Telecommunications Company of the Volunteer State, LLC d/b/a Frontier Communication of the Volunteer State and YMAX Communications Corporation.

Our check in the amount of \$75.00 is enclosed to cover the filing fee. **Please date-stamp the enclosed copy of the cover letter and return it to me in the post-paid envelope I have provided.**

If you have any questions, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Susan A. Miller".

Susan A. Miller

Enclosures

Cc: Jenny Smith, Interconnection Manager – Frontier/Citizens
Sharla Dillon, Dockets Manager – Tennessee Regulatory Authority (by e-mail)

TRAFFIC EXCHANGE AGREEMENT

FOR LOCAL AND EAS SERVICE

By and Between

Citizens Telecommunications Company of Tennessee, LLC., Citizens
Telecommunications Company of the Volunteer State, LLC.

And

YMAX Communications Corp.

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EXHIBIT 1

TRAFFIC EXCHANGE AGREEMENT

This Traffic Exchange Agreement ("Agreement"), is entered into by and between Citizens Telecommunications Company of Tennessee, LLC and Citizens Telecommunications Company of the Volunteer State, LLC., both Delaware limited liability companies, having their principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Frontier") and YMAX Communications Corp., a Delaware corporation, having its principal place of business at 5700 Georgia Avenue, West Palm Beach, Florida 33405 ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, Carrier is authorized by the Commission as a Competitive Local Exchange Carrier or a Local Exchange Carrier and provides such service to its end user customers; and

WHEREAS, Frontier is an Incumbent Local Exchange Carrier (ILEC) providing local exchange service; and

WHEREAS, Carrier terminates Local Exchange Service traffic that originates from Frontier's subscribers, and Frontier terminates Local Exchange Service traffic that originates from Carrier's subscribers; and

WHEREAS, Carrier wishes to terminate calls to Frontier's end users within Frontier's Local Exchange Service territory in a Local and Extended Area Service arrangement. If Carrier requests to provide Local Service within the Frontier ILEC serving territory under Sections 251 or 252 or the ACT, an additional agreement will be required.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. SCOPE OF AGREEMENT

- 1.1. This Agreement sets forth terms and conditions under which Frontier and Carrier agree to interconnect their networks for Local and Extended Area Service (EAS) telecommunications services. The Agreement includes all accompanying Exhibits.
- 1.2. The Parties agree to connect their respective networks at mutually agreed upon points so as to furnish Local and Extended Area Service between those Exchanges of Carrier and those Exchanges of Frontier stated on Exhibit 1. The point of interconnection must be within the exchange service territory of Frontier. Each Party is responsible for providing the physical facilities necessary to handle traffic to and from such point of interconnection. This section is expressly limited to the transport and termination of Local and EAS Traffic originated by and terminated to end users of the Parties in this Agreement.

- 1.3. In the performance of their obligations under this Agreement, the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, the Act, or a state Commission, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

2. 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. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 2.2. Commission means the State Commission.
- 2.3. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 2.4. DS3 is a digital signal rate of 44.736 Mbps.
- 2.5. EAS Traffic - EAS Traffic is traffic that is a) originated by a Frontier end user within the Frontier Local Calling Area, as defined in Frontier's local exchange tariffs, and terminated to a Carrier end user physically located within the Extended Area Service (EAS) area of the Frontier Local Calling Area and who has a telephone number that is rated within that EAS area, or b) originated by a Carrier end user who is physically located within the EAS area of the Frontier Local Calling Area and who has a telephone number that is rated within that EAS area and terminated to a Frontier end user in that Frontier Local Calling Area. EAS Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS".
- 2.6. Enhanced Services - shall refer to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. In addition and without limiting the foregoing, internet, information services, voicemail, and so-called "chat line" services are Enhanced Services, of which the voice or TDM component both originates and terminates within the local calling area as defined by Citizens tariffs. If the voice or TDM component (not defined in agreement)

does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.

- 2.7 Interconnection in this Agreement is as defined in the Act.
- 2.8 Internet Service Provider (ISP) Bound Traffic means traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet Services, of which the voice or TDM component both originates and terminates within the local calling area as defined by Frontier's tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.
- 2.9 Local Calling Area shall refer to calls originated by one Party's End Users and terminated to the other Party's End Users within the local exchange area or extended area service toll free calling area as defined in Frontier's tariffs. Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area regardless of the NXX assigned to the calling and called parties. Local Traffic includes Enhanced Services to the extent the end user and the ISP are physically located in the same Frontier Local Calling Area, including optional EAS routes.
- 2.10 Point of Interconnection (POI) means the physical location(s) on Frontier's network at which the Parties' networks meet.

3. COMPENSATION FOR CALL TERMINATION & FACILITIES

- 3.1 Subject to the limitations in this Section 3, the Parties each agree to terminate the other Party's EAS Traffic on a Bill and Keep basis of compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the other Party for terminating the traffic, regardless of any charges the originating Party may assess its subscribers. The Parties each agree there will be separate and distinct trunk group for EAS Traffic, subject to the provisions of Sections 4 and 5, of this agreement.
 - 3.1.1 The Parties agree to exchange ISP Bound Traffic that is not routed to a presubscribed carrier originating on one party's network and terminating on another party's network, on a bill and keep basis, regardless whether the call is considered local EAS or part of an optional calling plan. The preceding sentence applies only to the exchange of traffic between the Parties and a separate determination of what ISP Bound Traffic was exchanged between Frontier and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic and EAS Traffic between Frontier and any such other party.

3.1.2 To the extent that the Parties terminate EAS Traffic other than ISP Bound Traffic, the Parties expect that the volume of EAS Traffic each Party terminates will be comparable, thereby justifying the use of combined trunks for EAS Traffic and ISP Bound Traffic. The Parties acknowledge that they will not separately identify EAS Traffic and the Parties will reciprocally compensate each other using Bill and Keep.

3.1.3 The fact that ISP Bound Traffic and de minimus amounts of EAS Traffic are compensated for on a Bill and Keep basis shall not change the compensation set forth in this Agreement for any other traffic or services, including but not limited to facilities for interconnection, access traffic, wireless traffic, and transit traffic.

3.1.4 This Agreement does not address the exchange of wireless-to-wireline or wireline-to-wireless traffic, and Carrier agrees not to route such traffic to or from Frontier. However, if a de minimis amount of wireless-to-wireline traffic is delivered by Carrier to Frontier, Carrier will pay Frontier to terminate such traffic at a rate of \$0.0112 per minute of usage.

3.1.5 Where Frontier is only providing transit service between Carrier and a third party via a Frontier tandem, Frontier is not responsible for termination of such traffic and transit charges at the rate of \$0.0061854 per minute of usage will apply to the originator of such traffic.

3.2 Carrier may lease facilities from Frontier or an alternate third Party provider for the provisions of EAS Interconnection trunking, in which case the Carrier will bare all third party Carrier charges for facilities and traffic in both directions on its side of the POI. Carrier may lease facilities from Frontier by issuing a standard ASR. Carrier agrees to pay Frontier applicable tariff rates if the facility is provided by Frontier. No Party will construct facilities that require the other Party to build unnecessary facilities.

3.3 VNXX Traffic. The Parties will not pay reciprocal compensation on traffic, regardless of type of traffic, when the traffic does not originate and terminate within the same Frontier Local Calling Area, regardless of the calling and called NPA-NXXs and, specifically, regardless of whether an End User Customer is assigned an NPA-NXX associated with a rate center that is different from the rate center where the End User Customer is physically located. This traffic is also known as "VNXX traffic." Frontier's agreement to the terms in this paragraph is without waiver or prejudice to Frontier's position is that it has never agreed to exchange VNXX traffic with Carrier. The Parties do not waive their rights regarding the applicability of Access charges to this traffic.

4. PHYSICAL INTERCONNECTION

4.1. All Local/EAS Interconnection Trunk Groups including facilities and Points of Interconnection ("POIs") will conform with Exhibit 1. The parties will establish Local/EAS Interconnection Trunks to exchange Local/EAS Traffic as follows:

- a. Where Frontier is the tandem owner for the local/EAS exchange, Carrier will be responsible to establish direct trunks to the Frontier tandem regardless of traffic volumes. The direct trunks will be dedicated to Local/EAS Traffic and Carrier must use a technically feasible POI on Frontier's network listed in Exhibit 1.
- b. If call volumes between a specific Frontier end office and Carrier exceed a DS1 level for Local/EAS Traffic or 120,000 two-way MOUs per month, the Carrier shall be responsible for establishing direct trunks to Frontier's end office. The direct trunks will be dedicated to Local/EAS Traffic and Carrier must use a technically feasible POI on Frontier's network listed in Exhibit 1.
- c. If call volumes are below a DS1 level or 120,000 two-way MOUs per month for Local/EAS traffic and Frontier is not the tandem owner, Carrier may pick up and deliver Local/EAS Traffic to Frontier by using the appropriate tandem as described in the LERG. This arrangement is predicated on both Frontier and the Carrier having physical connections to the appropriate tandem. Carrier will provide, directly or through tandem owner, sufficient records for Frontier to identify and properly rate (as bill and keep) Local/EAS Traffic from Carrier to Frontier.

4.1.1 Neither Party will terminate switched access traffic or originate untranslated 800/888/877/866 traffic over Local/EAS Interconnection Trunks. Local/EAS Interconnection will be provided via two-way trunks where technically feasible unless both Parties agree to implement one-way trunks on a case-by-case basis.

4.2 A POI is a negotiated point of interconnection of the facilities between one Party's switch and the other Party's switch. When indirect interconnection is utilized, the POI will be a theoretical point within Frontier geographic serving area. When direct trunks are required, the actual physical POI and facilities used will be subject to negotiations between the Parties, but must be within the geographic area served by Frontier within the exchange boundary. Each Party will be responsible for its portion of the construction to the POI.

4.3. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The interconnection facilities

provided by each Party shall be formatted using Alternate Mark Inversion (AMI) Line Code with Superframe Format Framing. Carrier shall be responsible for establishing direct trunks to Frontier.

- 4.4. The electrical interface at the POI(S) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Frontier will provide any multiplexing required for DS1 facilities or trunking at their end and Carrier will provide any DS1 multiplexing required for facilities or trunking at their end.
- 4.5. To the extent available, the parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.
- 4.6. Frontier and Carrier will engineer all interconnection trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.
- 4.7. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carriers, or Frontier internal customer demand.
- 4.8. N11 codes (e.g., 411, 611, & 911) shall not be sent between Carrier's network and Citizen's network over the Local/EAS Interconnection Trunk Groups.

5. SIGNALING SYSTEMS AND ADMINISTRATION

The Parties will interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP)"including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

6. TRUNK FORECASTING

The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over interconnection trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany

forecast information must be provided by the Parties to each other upon reasonable request.

7. GRADE OF SERVICE

Each Party will provision their network to provide a P.01 grade of service.

8. NETWORK MANAGEMENT

8.1. Protective Controls

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

8.2. Mass Calling

Carrier and Frontier will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

8.3. Network Harm

Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal; and
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

9. TERM OF AGREEMENT

This Agreement will commence when fully executed and have an initial term for one (1) year provided that either party will have the right to terminate this agreement with or without cause on sixty (60) days written notice or negotiate an amendment to this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless terminated as provided above. Upon termination of the Agreement, the interconnection arrangements between parties will continue without interruption. If Carrier wishes to serve customers located within Citizen's local serving area, Carrier will initiate a written request to pursue negotiations under Section 251 of the Act.

Termination upon Ordering and Implementation Inactivity. Notwithstanding anything to the contrary contained herein, Frontier may terminate this Agreement in the event Carrier has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to Carrier customers within one (1) year from the Effective Date of this Agreement.

10. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a party, except by written instrument signed by both parties

11. ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity with prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void from the beginning. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assigns.

12. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the parties and supersedes any and all prior agreements, negotiations, proposals and representations, whether written or oral, between the parties with respect to the subject matter hereof. Neither party will be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other party in any correspondence or other document or through any course of conduct, unless the party to be bound thereby specifically agrees to such provision in writing.

13. 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:

- 13.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 13.2. War, revolution, civil commotion, terrorism, acts of public enemies, blockade or embargo;
- 13.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 13.4. Labor difficulties, such as strikes, picketing or boycotts;
- 13.5. Delays caused by other service or equipment vendors; and
- 13.6. 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.

14. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

16. 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.

17. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

18. 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.

19. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Communications Act of 1934, as amended, and the laws of the State in which this Agreement is filed. It will be interpreted solely in accordance with the terms of the Communications Act of 1934, as amended, applicable rules of the Federal Communication Commission and applicable state law.

20. 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.

21. 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.

22. CONFIDENTIALITY.

Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") will be deemed the property of the Disclosing Party. Proprietary Information, if written, will be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) will be held in confidence by each Receiving Party; (b) will be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and will be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party will be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law.

23. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall, if necessary, be escalated to the vice presidential level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful, recourse may be had by either Party to the Commission, if it has

jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

24. WAIVERS

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such party's right to enforce any such provision or right in any other instance.

25. NO THIRD PARTY BENEFICIARIES.

This Agreement is not made for the benefit of any person, firm, corporation or association other than the parties hereto. The parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

26. 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:

and to Frontier, addressed as follows:

YMAX Communications Corp
5700 Georgia Avenue
West Palm Beach, Florida_
ATTN: Peter Russo

Frontier Communications
Attn: Carrier Service
180 South Clinton Avenue
5th Floor
Rochester, NY 14646

With copy to:
Frontier Communications

Attn: Associate General Counsel
180 S. Clinton Ave, 7th Floor
Rochester, NY 14646

And:

Frontier Communications
Attn: Theresa Moffitt
Carrier Services
100 CTE Drive
Dallas, PA 18612

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

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

YMAX Communications Corp.:

Citizens Telecommunications Company of
Tennessee, LLC and Citizens
Telecommunications Company of the
Volunteer State, LLC :

By: 

By: 

Name: Mark Paul

Name: STEPHEN LEVAN

Title: Carrier Director

Title: SUP CARRIER SACS * SERVICE

Date: 7/18/11

Date: 5-15-11

EXHIBIT 1

LOCAL/EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

Carrier Switch	Carrier NPA –NXX	POI	Frontier Switch	Frontier NPA-NXX
CLLI CODE	CODES	CLLI Code	CLLI CODE	CODES
		CKVLTNXA71T	CKVLTNXA71T	