

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

Citizens Telecommunications Company of Nevada

and

Sprint Communications Company L.P.

Dated: September 1, 2008

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Table of Contents

		Page
SECTION 1.	RECITALS AND PRINCIPLES.....	1
SECTION 2.	GENERAL DEFINITIONS.....	1
SECTION 3.	DEPOSIT AND ADVANCE PAYMENT REQUIREMENTS.....	3
SECTION 4.	SPRINT ACCOUNT SETUP.....	3
SECTION 5.	INTENTIONALLY LEFT BLANK FOR FUTURE USE.....	3
SECTION 6.	COORDINATION OF TRANSFER OF SERVICE (excluding Resale).....	3
SECTION 7.	AUDIT.....	5
SECTION 8.	DISPUTE RESOLUTION.....	6
SECTION 9.	FORCE MAJEURE.....	6
SECTION 10.	REGULATORY APPROVALS.....	7
SECTION 11.	ENTIRE AGREEMENT.....	7
SECTION 12.	TERM OF AGREEMENT.....	7
SECTION 13.	INSURANCE.....	9
SECTION 14.	AMENDMENT OF AGREEMENT.....	9
SECTION 15.	WAIVERS.....	9
SECTION 16.	INDEPENDENT CONTRACTORS.....	9
SECTION 17.	LIMITATION OF LIABILITY.....	9
SECTION 18.	INDEMNITY.....	10
SECTION 19.	DISCLAIMER OF WARRANTIES.....	11
SECTION 20.	ASSIGNMENT.....	11
SECTION 21.	CONTROLLING LAW.....	11
SECTION 22.	SEVERABILITY.....	11
SECTION 23.	NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES.....	11
SECTION 24.	CHARGES AND PAYMENTS.....	11
SECTION 25.	DEFAULT.....	12
SECTION 26.	CONFIDENTIALITY AND PUBLICITY.....	13
SECTION 27.	NO RIGHTS TO THIRD PARTIES.....	15
SECTION 28.	HEADINGS.....	15
SECTION 29.	EXECUTION IN DUPLICATE.....	15
SECTION 30.	NOTICES.....	15

ATTACHMENT 1 – INTERCONNECTION

ATTACHMENT 2 – ANCILLARY SERVICES

ATTACHMENT 3 – LOCAL NUMBER PORTABILITY

ATTACHMENT 4 - PRICING

AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 1st day of September, 2008, is by and between Citizens Telecommunications Company of Nevada, a Nevada corporation, having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Frontier") and Sprint Communications Company L.P., a Delaware corporation, having its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas ("Sprint"). Frontier and Sprint may also be referred to herein singularly as a "Party" or collectively as "the Parties".

SECTION 1. RECITALS AND PRINCIPLES

Frontier is a telecommunications company authorized to provide telecommunications services in the State of Nevada; and

Sprint is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of Nevada; 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, Sprint and Frontier 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 End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll 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 1934, as amended from time to time.
- 2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.
- 2.5. CLLI Codes means Common Language Location Identifier Codes
- 2.6. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).
- 2.7. Competitive Local Exchange Sprint (CLEC) means any company or person authorized to provide local exchange services as a local exchange carrier ("LEC"), as defined in the Act, in competition an incumbent LEC.
- 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 End User means a residential or business subscriber of telecommunications services being provided in whole or in part by either Party.
- 2.11 Enhanced Services - for purposes of this Agreement 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.
- 2.12 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 of Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records.
- 2.13 Interconnection in this Agreement is as defined in the Act.
- 2.14 Internet Service Provider (ISP) Bound Traffic - for purposes of this Agreement means traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet Services, and, except as otherwise referenced in this Agreement, shall have the same meaning as used in Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98; Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151, (rel. April 27, 2001) (the "FCC ISP Remand Order").
- 2.15 Local Exchange Routing Guide (LERG) is a Telcordia reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.16 Local Traffic 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 and approved by the Commission. Local calls must be actually originated by and actually terminated to a Party's End User physically located within the same local calling area regardless of the NXX assigned to the End User.
- 2.17 Local Service Provider Guide (the "Guide") means the document provided to Sprint by Frontier, included by reference herein, which outlines the process and procedures for ordering and maintaining services. This document may be updated from time to time by Frontier. This document is to be used as reference only and is not a part of this agreement.
- 2.18 Network Interface Device (NID) is a device that connects the inside wire at the End User Location to a telephone network.
- 2.19 Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.
- 2.20 Reciprocal Compensation is as described in the Act.
- 2.21 Transit Service is the delivery of certain traffic between Sprint and a third party ILEC, CLEC or CMRS provider by Frontier over a separate trunk group between Sprint and Frontier where appropriate trunks exist between Sprint and third party through Frontier's tandem. The following traffic types will be delivered: (i) Local Traffic originated from Sprint to such third-party and (ii) Local Traffic originated from such third-party to Frontier's tandem and terminated to Sprint.

2.22 A Wire Center is the location of one or more local switching systems, a point at which End Users' loops converge.

2.23 VNXX Traffic. The Parties will not pay reciprocal compensation on traffic, including Internet Services Provider Bound 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 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 Sprint.

SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

3.1 The Parties may, in order to safeguard their interest, request a deposit to be held 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. A deposit will be returned with interest, at the Commission prescribed deposit rate, if and when a Party pays its undisputed bills on time for 12 consecutive months.

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 a Party from complying with the other Party's 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 Frontier providing for the discontinuance of service for non-payment of any sums due a Party.

3.4 A Party 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, or a significant probability of a bankruptcy filing by the other Party.

3.5 In the event that a Party defaults on its account, subject to the default and dispute provisions of this Agreement, service may be terminated and any deposits held will be applied to its account.

3.6 Either Party may invoke the Dispute Resolution provisions of this Agreement should the Parties disagree on any deposit requirement.

SECTION 4. SPRINT ACCOUNT SET UP

4.1 Sprint must have on file with Frontier the appropriate documentation to enable Frontier to establish a master account for Sprint. Such documentation will include a completed Sprint Master Account Questionnaire, proof of authority to provide telecommunications services within Frontier territory, proof that tariffs are on file and approved by the applicable Commission, and a tax exemption certificate, if applicable. Frontier will have no obligation to begin taking orders for service until the necessary documents have been provided to Frontier, and the necessary deposit requirements are met.

SECTION 5. INTENTIONALLY LEFT BLANK FOR FUTURE USE

SECTION 6. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

6.1 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 is 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 be coordinated between the Parties to ensure quality services to the public.

6.2 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. Frontier may describe some of these procedures in its Guide. Reference to Frontier 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 herein. If any provision contained in this Agreement and the Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall apply.

6.3 Coordinated Transfer of Service Activities. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday excluding holidays. Frontier may charge Sprint for the coordinated transfer of service activities scheduled outside of the specified hours in accordance with Frontier's tariff.

6.4 Authorization. Each Party is responsible for obtaining an Authorization from each End User initiating transfer of service from one Party to the other Party if necessary. The Party obtaining the authorization is required to maintain the original authorization, for a minimum of twenty-four (24) months from the date of the transfer of service request. Frontier and Sprint will agree to a blanket authorization exchanged between them authorizing the release of information to the other Party or, if a state or federal law provides otherwise, the Parties agree to act in accordance with such law. If there is a disagreement between an End User and either Party regarding the Transfer of Services, each Party will honor the latest dated authorization. If the End User's service has not been disconnected and services have not yet been established, the requesting Party will be responsible to pay the applicable service order charge for any order it has placed. If the End User's service has been disconnected and the End User's service is to be restored to the original Party, the requesting Party will be responsible to pay the applicable nonrecurring charges as set forth in Frontier applicable tariff to restore the End User's prior service with the other Party.

6.5 Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User may provide a transfer of service announcement, where transfer of service announcement capability is available, 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 may be provided to the End User, where available, by the Party formerly providing service to the extent and at the price specified in the applicable Frontier tariff.

6.6 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. When an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party from which the End User is transferring will honor the End User requests for disconnection and service announcement initiation, where available, from the Party to which the End User is transferring under such circumstances. The Party to which the End User is transferring service will provide to the other Party the End User's identifying information as necessary and required by law, 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 disconnection and service announcement initiation to coincide with the service transfer request date. The service announcement where available will be provided on the vacant number upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

6.7 Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. When an End User changes service from one Party to the other Party and the End User retains his or her original telephone number(s), the Party from which the End User is transferring will honor requests for disconnection and local number portability, where available, 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 identifying information as necessary and required by law, and the date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnection, the connection, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

6.8 Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.

6.9 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.

6.10 Access to the Network Interface Device (NID). Each Party will allow the other Party access to the End User side of the NID consistent with FCC 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 End User 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 End User side of the NID. Where a NID is of an older type not allowing access to the End User 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.

6.11 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment 4, Pricing.

6.12 Service Date Modifications/Party Not Ready. A Party may request a change in due date at least 24 hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via firm order commitment (FOC). Supplemental order charges are listed in Attachment 4, Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, the requesting Party will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 7. AUDIT

7.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, no more than once during each calendar year, in order evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.

7.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party

on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Section of the General Terms and Conditions of this Agreement.

7.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

7.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

7.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

7.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate of 0.5% per month.

SECTION 8. 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 under the Agreement before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. In the event that the Parties are unable to resolve a default or other dispute, the Parties may then submit the matter to the Commission or another mutually agreed upon mediator for non-binding mediation. If mediation 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 and the dispute. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

SECTION 9. 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:

9.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

9.2 War, revolution, civil commotion, acts of public enemies, terrorism, blockade or embargo;

9.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

9.4 Labor difficulties, such as strikes, picketing or boycotts;

9.5 Delays caused by other service or equipment vendors;

9.6 Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving 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 reasonable 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 10. REGULATORY APPROVALS

10.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

10.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful or changes the intent of any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in the Dispute Resolution Section of this Agreement.

10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders, and each Party reserves all rights regarding its position with respect to any subject matter arising under the Act, FCC and Commission orders. Any or all terms of this Agreement may be altered or abrogated by a successful challenge to the FCC's and Commission's decision related to the subject matter addressed in the Agreement as permitted by Applicable law. By signing this Agreement, the Parties do not waive their right to pursue such challenge.

10.4 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, unilaterally, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties mutually agree to i) modify, in writing, the affected term(s) and condition(s), should both Parties choose to avail themselves of such law, rule, or regulation or ii) terminate this agreement.

10.5 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and obtaining Commission approval.

SECTION 11. 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 12. TERM OF AGREEMENT

12.1 This Agreement will become effective on the effective date set forth in Section 12.5 below and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of its intent to terminate this Agreement, or, its desire to renegotiate at the end of the initial or any successive period. During any such renegotiation pursuant to Section 252 of the Act, the rates, terms and conditions of this Agreement will remain in effect until the effective date of the renegotiated agreement.

12.2 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

12.2.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

(1) refuse additional applications for any service provided under this Agreement;

(2) refuse to complete any pending orders for the Affected Services any time thereafter, and/or;

(3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Nevada Public Service Commission, to the person designated to receive such notice, discontinue the provision of existing Affected Services at any time thereafter.

If the non-breaching Party does not refuse additional applications for the Affected Services, and the non-payment of undisputed amounts continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for the Affected Services. If the non-breaching Party discontinues provision of the Affected Services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of the Affected Services on the date specified in the thirty (30) days' notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of the Affected Services without further notice.

Frontier reserves the right to refuse an application for an affected service made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Sprint, so long as Sprint or any such entity is indebted to Frontier for the Affected Services previously furnished, until the indebtedness is satisfied, provided that such indebtedness is not the subject of a bona fide dispute. In the event that Affected Services are provided to Sprint or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Sprint, such services may be terminated by Frontier unless Sprint satisfies the indebtedness relating to the Affected Services within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by Sprint to receive such notices. Copies of such notice shall be mailed to the Nevada Public Service Commission, concurrently with the mailing to Sprint.

12.3 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within 30 days of receipt of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

12.4 Upon termination or expiration of this Agreement: each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement.

12.5 This agreement will be effective upon Commission approval.

SECTION 13. INSURANCE

13.1 Each Party shall maintain commercially reasonable insurance coverage as required by applicable law to conduct business at its own expense or self-insure.

SECTION 14. AMENDMENT OF AGREEMENT

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 15. WAIVERS

15.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

15.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

15.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 16. 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 17. LIMITATION OF LIABILITY

17.1 EXCEPT FOR DAMAGES RESULTING FROM A PARTY'S WILLFUL OR INTENTIONAL MISCONDUCT, OR AS OTHERWISE PROVIDED IN SECTION 18, EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY LOSS RELATING TO OR ARISING OUT OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING (WITHOUT LIMITATION) NEGLIGENCE OF ANY KIND, SHALL BE

LIMITED TO THE TOTAL AMOUNT THAT IS OR WOULD HAVE BEEN CHARGED TO THE OTHER PARTY BY SUCH BREACHING PARTY FOR THE SERVICE(S) OR FUNCTION(S) NOT PERFORMED OR IMPROPERLY PERFORMED.

17.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 17.1 AND 18: A) NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT, B) 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, AND C) 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.

17.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

SECTION 18. INDEMNITY

18.1 Each Party will each defend, indemnify, hold harmless the other Party 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, (b) damage to tangible property, or (c) services provided under this Agreement, resulting or arising from the conduct 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.

18.2 Each Party will each defend, indemnify, hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Frontier or Sprint under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying Party.

18.3 The indemnified Party will notify the indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the indemnified Party alleges that the indemnifying Party is responsible under this Section and if requested by the indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the indemnified Party may proceed to defend or settle said action and the indemnifying Party shall hold harmless the indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

SECTION 19. DISCLAIMER OF WARRANTIES

19.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT FRONTIER HAS NOT MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY SPRINT OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY FRONTIER UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

19.2 It is the express intent of the Parties that each Party be solely responsible for all claims of its End Users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its End Users.

SECTION 20. ASSIGNMENT

Any assignment or delegation by either Party to any non-affiliated entity that is not certificated as a local exchange carrier of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an affiliate carrier shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

SECTION 21. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Commission Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state, without regard to its conflicts of laws principles, shall govern.

SECTION 22. SEVERABILITY

Subject to Section 10, Regulatory Approval, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

SECTION 23. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

23.1 Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

SECTION 24. CHARGES AND PAYMENTS

24.1 In consideration of the services provided by Frontier under this Agreement, Sprint shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by

Sprint under this Agreement, Frontier shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

TO SPRINT

Sprint Communications Company L.P.
6500 Sprint Parkway
Mailstop KSOPHL0412-4A309
Overland Park, KS 66251

TO FRONTIER:

Frontier Communications
Attention: Access Validation
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306

24.2 A monthly billing statement with a consistent, regular bill date shall be prepared by each Party and will reflect the calculation for amounts due under this Agreement. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed.

24.3 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

24.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

24.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

24.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty as set forth herein.

24.3.4 Undisputed amounts shall be paid when due as set forth in Section 24.2 above. If any payment or portion thereof is either received by the Billing Party in funds that are not immediately available to the Billing Party or not received by the bill due date, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

24.4 Both Parties shall use the Dispute Resolutions procedures as described herein.

SECTION 25. DEFAULT

25.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

25.1.1 If such material breach is for non-payment of undisputed amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

- (1) refuse additional applications for any service provided under this Agreement;
- (2) refuse to complete any pending orders for additional services any time thereafter, and/or;
- (3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Commission, to the person designated to receive such notice, discontinue the provision of existing services at any time thereafter.

25.1.2 If the non-breaching Party does not refuse additional applications for additional services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for services without further notice. If the non-breaching Party discontinues provision of the additional services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of services on the date specified in the thirty (30) days notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of services without further notice.

25.1.3 Frontier reserves the right to refuse an application for additional services made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Sprint, so long as Sprint or any such entity is indebted to Frontier for services previously furnished, until the indebtedness is satisfied. In the event that services are provided to Sprint or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Sprint, such services may be terminated by Frontier unless Sprint satisfies the indebtedness owing to Frontier within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by Sprint to receive such notices.

25.1.4 If such material breach is for any failure to perform in accordance with this Agreement, other than for non-payment of amounts due hereunder, or if either Party is otherwise in violation of the law, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within sixty (60) days of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

SECTION 26. CONFIDENTIALITY AND PUBLICITY

26.1 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 provided herein.

26.2 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., "Frontier 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.

26.3 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:

26.3.1 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;

26.3.2 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

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

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

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

26.4.2 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

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

26.4.4 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

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

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

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

26.5 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.

26.6 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.

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

26.8 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.

SECTION 27. NO RIGHTS TO THIRD PARTIES

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

SECTION 28. 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 29. EXECUTION IN DUPLICATE

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

SECTION 30. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

TO SPRINT:

Sprint Communications Company, L.P.
Carrier Interconnection Management
Mailstop: KSOPHA0310
6330 Sprint Parkway,
Overland Park, Kansas 66251
Attn: Manager

With a Copy to:

Legal/Telecom Management Group
Mailstop: KSOPHN0312 - 3A318
6450 Sprint Parkway
Overland Park, KS 66251

TO FRONTIER:

Frontier Communications

Attn: Kim Czak, Director, Carrier Services
180 South Clinton Avenue
Rochester, NY 14646
Tel. No. 585-777-7124

With a Copy to:

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

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

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

SPRINT COMMUNICATIONS COMPANY LP

CITIZENS TELECOMMUNICATIONS
COMPANY OF NEVADA

By: Michael W. Logan

By: Christopher Eldredge

Typed: Michael W. Logan

Typed: Christopher Eldredge

Title: Director, Access Strategy

Title: VP, Carrier Sales and Services

Date: 9-4-08

Date: 9/25/08

ATTACHMENT 1

INTERCONNECTION

ATTACHMENT 1 – INTERCONNECTION

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

SECTION 1. Interconnection Trunking Arrangements

1.1 The Parties will interconnect their networks directly or indirectly as specified in the terms and conditions contained herein. POIs set forth in this Attachment, 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.

1.2 Direct Interconnection is required at one or more of the following locations:

a) a POI at a technically feasible point on Frontier's network to reach a Frontier tandem, which will provide switched interconnection to Frontier's End Users served by a subtending host office and/or remote offices.

b) a POI at a technically feasible point on Frontier's network in order to reach a Frontier Host office, which will provide switched interconnection to Frontier's End Users' served by that host office and subtending remote offices.

1.3 The Parties agree to exchange traffic indirectly where Frontier does not have a tandem subject to 1.3.1 below.

1.3.1 Where the Parties are exchanging traffic on an indirect basis through the use of a third-party tandem provider, the Parties agree that a direct interconnection may be mutually beneficial when the volume of Telecommunications Traffic exchanged between the Parties equals or exceeds a DS1 level or when the cost of exchanging transit traffic via a third party tandem exceeds one-thousand dollars (\$1000.00) to either Party, per month over three (3) consecutive months. If such level of indirect traffic or third party transit traffic is reached between Sprint's network and a given Frontier Host office, the Parties agree, to negotiate in good faith for a direct interconnection between Sprint's network and the affected Frontier Host office, when either Party makes such request for direct interconnection.

1.4 In order for Sprint to establish a POI, a request will need to be submitted using the POI Request Form located at www.frontieronline.com

1.5 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI.

1.6 Sprint will be responsible for establishing separate trunk groups for:

1.6.1 Local Traffic including ISP Bound Traffic and locally-dialed Enhanced Services traffic.

1.6.2 Exchange Access Service to enable Interexchange carriers to originate and terminate traffic from/to Sprint or for Sprint and Frontier to exchange traffic other than Local Traffic.

1.6.3 Transit Service traffic when connected to a Frontier tandem.

1.6.4 Connecting Sprint's switch to the applicable E911 routers. If Sprint purchases such services from Frontier, they will be provided at full applicable tariff rates. For all 911/E911 traffic

originating from Sprint, it is the responsibility of Sprint and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Sprint will be processed.

1.7 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.

1.8 Direct interconnection will be provided via two-way trunks. The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be Reciprocal Compensation, if applicable and/or originating Transit Service charges where Sprint uses a Frontier tandem to reach a third party's network. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties 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 as referenced in Frontier's Local Service Provider Guide.

1.8.1 In the event Sprint requests Frontier to provide tandem switching for originating toll traffic, Sprint agrees to provide Frontier industry standard category 11 meet point billing records in order for Frontier to bill the appropriate interexchange carrier.

1.8.1.1 Sprint agrees to notify Frontier of its need to switch originating toll traffic during the testing and turn up stages and also agrees to provide Frontier with Sprint's CLLI and associated NPA/NXX information.

1.9 Sprint will not expect Frontier's local end office switches to act as a tandem on Sprint's behalf nor will Frontier expect the Sprint's local end office switches to act as a tandem on Frontier's behalf.

1.10 This Agreement is applicable only to Frontier's serving areas. Frontier will not be responsible for Interconnections or contracts relating to any Sprint's Interconnection with any other service provider or telecommunications carrier.

1.11 The Parties agree that dialing parity shall be provided in accordance with Section 251(b)(3) of the Act. Both Parties shall comply with the dialing parity requirements of federal law.

1.12 Each Party shall be responsible to perform its N-1 carrier responsibilities. However, if a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider

1.13 Signaling Systems and Administration

1.13.1 The Parties will, where capable, interconnect their networks using SS7 signaling associated with all Interconnection trunk groups.

SECTION 2. Testing and Trouble Responsibilities

The Parties agree to:

2.1 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.

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

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

2.4 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.

2.5 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.

2.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week. This number will be used to immediately report any equipment failure which may affect the interconnection trunks.

2.7 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.

2.8 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:

2.8.1 No trouble is found in the Interconnection trunks; or

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

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

2.8.4 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.

2.8.5 Billing for maintenance service is based on Frontier's respective tariff.

SECTION 3. Interconnection Forecasting.

3.1 Semi-annually Sprint will provide Frontier a one (1) 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.

3.2 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.

3.3 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 final facilities between Frontier's central office and Sprint's will be engineered to achieve P.01 grade of service.

SECTION 4. Reciprocal Compensation for the Transport and Termination of Interchanged Traffic

4.1 The Parties agree to exchange Local and ISP Bound Traffic on a bill and keep basis between the Parties such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The preceding sentence applies only to the exchange of traffic between these 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 between Frontier and any such other party.

4.1.1 The Parties expect the volume of Local Traffic and ISP Traffic, if any, each Party terminates to be comparable, thereby justifying the use of combined trunks for Local Traffic and ISP Bound Traffic under Attachment 1, Section 1.6. As such it will not be possible to identify only Local Traffic and the Parties will reciprocally compensate each other for such traffic using bill and keep.

4.2 The Parties will also exchange Enhanced Services traffic other than ISP-Bound Traffic on a bill and keep basis.

4.2.1 The fact that ISP Bound Traffic and de minimus amounts of Local 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 under Section 1 of this Attachment 1, Access Services traffic, IntraMTA wireless traffic, and Transit Service traffic.

4.3 All other Traffic, regardless of the protocols used in connection with such traffic, other than ISP Bound Traffic, Local Traffic, Enhanced Services Traffic, 911 traffic and Transit Service traffic, shall be terminated to a Party subject to that Party's tariffed access charges.

4.4 Enhanced Services Traffic delivered by either Party, indirectly or directly, to a provider of Enhanced Services, of which the internet or TDM component both originates and terminates within the local calling area as defined by Citizens tariffs will for purposes of this Agreement be treated as Local Traffic.

4.5 Internet Services Provider Traffic as defined in Attachment 1, Section 2.15, delivered by either Party, 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 Citizens tariffs will for purposes of this Agreement be treated as Local Traffic.

4.6 Wireline to Wireless traffic and Wireless to Wireline traffic is not covered by this Agreement and, therefore, neither bill and keep nor any specified terminating rate is considered applicable or included with respect to such traffic under this Agreement. If the parties subsequently agree to include Wireline to Wireless traffic and Wireless to Wireline traffic within this Agreement, before such traffic can be exchanged under this Agreement the Parties will mutually determine the applicable compensation as to such traffic.

SECTION 5. Transit Service

5.1 Sprint shall compensate Frontier for Transit Service as follows:

Sprint shall pay Frontier a Transit Service charge as set forth in Attachment 4, Pricing for Transit Service for traffic originated by Sprint to any third party carrier through Frontier's tandem.

- 5.1.1 Each Party acknowledges that it does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network.

ATTACHMENT 2

ANCILLARY SERVICES

ATTACHMENT 2 ANCILLARY SERVICES

SECTION 1. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

1.1 Sprint agrees to provide to Frontier or its publisher, as specified by Frontier, all End User information (including additions, changes and deletions) for Sprint's End Users and those of any resellers of Sprint services, located within Frontier's operating areas to the extent such End Users are to be included in the Frontier directory or any database that Frontier provides. It is the responsibility of Sprint to submit directory listings in the prescribed manner to Frontier prior to the directory listing publication cut-off date, which is posted at www.frontieronline.com under Sprint Services then Directory Services.

1.2 Frontier will include Sprint's End User primary listings in the appropriate sections of its telephone directories (residence and business listings). Listings of Sprint's End Users will be inter-filed with listings of Frontier's End Users and the End Users of other LECs, in the local section of Frontier's directories.

1.3 Sprint will identify any of these End Users that are "non-published" End Users. Sprint will provide Frontier with the directory information for all its End Users in the format specified in the Frontier Local Service Provider Guide. Subscriber list information will include the End User's name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Frontier including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Frontier the ability to identify listing ownership. Sprint will provide all subscriber listings at no charge to Frontier or its publisher.

1.4 Sprint's End Users standard primary listing information in the telephone directories will be provided at no charge.

1.5 Sprint is responsible for all listing questions and contacts with its End Users including but not limited to queries, complaints, account maintenance, privacy requirements and services. Sprint will provide Frontier with appropriate internal contact information to fulfill these requirements.

1.6 Frontier will accord Sprint directory listing information the same level of confidentiality, which Frontier accords its own directory listing information. Sprint grants Frontier full authority to provide Sprint subscriber listings, excluding non-published telephone numbers, to other directory publishers, for the sole purpose of publishing directories, and will indemnify Frontier and its publisher from and against any liability resulting from the provisioning of such subscriber listings, but not as to non-published telephone numbers where Sprint has clearly identified such telephone numbers as non-published. In exchange for Frontier providing this subscriber list service, Frontier will charge, bill, collect and retain any monies derived from the sale of Sprint listings to other directory publishers.

1.7 Frontier will distribute its telephone directories to Sprint's End Users in a manner similar to the way it provides those functions for its own End Users in Frontier's service territory. For Sprint End Users whose listings are not maintained in a Frontier database, Sprint shall provide the information needed for the distribution of listings in book form to such End Users.

1.7.1 Sprint is responsible for sending to Frontier at the posted date an approximate directory count for its End Users for the purpose of ensuring an adequate quantity is printed.

1.7.2 Sprint is responsible for providing information that includes distribution address and book quantities to Frontier. Frontier will place the same restrictions on the Sprint's End Users as it does for itself when assigning book quantities.

1.8 Sprint will adhere to all practices, standards, and ethical requirements of Frontier with regard to listings, and, by providing Frontier with listing information, warrants to Frontier that Sprint has the right to

place such listings on behalf of its End Users. Sprint shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information and for supplying Frontier with applicable listing information. In addition, Sprint agrees to release, defend, hold harmless and indemnify Frontier 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 Frontier's listing of the information provided by Sprint hereunder.

1.9 Frontier's liability to Sprint in the event of a Frontier error in or omission of a listing will not exceed the amount of charges actually paid by Sprint for such listing.

1.10 Where Frontier is its own 411 provider, Sprint may provide to Frontier its listings for the 411 database. Submission of such data will only be accepted via an electronic interface established between Frontier and Sprint as outlined in the Frontier Guide. Where Frontier utilizes a third party for its own 411 service, Frontier will not accept Sprint listings for the 411 database. Sprint will be required to seek its own independent relationship with a 411 database provider of its choosing.

ATTACHMENT 3

LOCAL NUMBER PORTABILITY

ATTACHMENT 3 – Local Number Portability

SECTION 1. Local Number Portability (LNP)

1.1 Sprint agrees to follow the procedures in Frontier's Local Service Provider Guide for the porting of numbers.

1.2 Terms and Conditions

1.2.1 The Parties will mutually provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

1.2.2 An LNP telephone number may be assigned by Sprint only to Sprint's End Users located within a Frontier' rate center, which is associated with the NXX of the ported number.

1.3 Obligations of the Parties

1.3.1 Both Parties will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

1.3.2 Both Parties will follow recommended National Emergency Number Association (NENA) standards for LNP until such time the standards are superceded by federal, state, or local legislation.

1.3.3 Sprint is required to send to Frontier a completed Bona Fide Request Form for LNP deployment in non LNP capable offices. See Exhibit A.

1.3.4 The Parties are responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of their respective End User emergency services.

1.3.5 The Parties will cooperate to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.

1.4 Each Party is responsible for the following:

1.4.1 Adhere to all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

1.4.2 For providing its own access to the Service Order Administration (SOA).

1.4.3 The Parties agree to use their best efforts in order to meet all industry standards for local number portability as required by FCC rules and orders.

EXHIBIT A

**LOCAL NUMBER PORTABILITY (LNP)
BONA FIDE REQUEST (BFR)**

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name /number)

FROM: _____ (requester/service provider name/ID)
_____ (requester/operating company number (OCN))
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

Please provide Requestor's information below:

SPRINT/REQUESTOR:

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² **Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates;**
Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while Sprint may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

EXHIBIT B

**Acknowledgment of
LNP Bona Fide Request (BFR)**

DATE: _____ **(date of response)**
TO: _____ **(requester/Sprint name/ID)**
 _____ **(contact name/address/number)**
 _____ **requester switch(es)/CLLI)**
FROM: _____ **(name of service provider)**
 _____ **(address of provider)**
 _____ **(contact name/number)**

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1) _____

_____ (CLLI 2) _____

_____ (CLLI 3) _____

Authorized company representative signature/title: _____

ATTACHMENT 4

PRICING

Attachment 4 – PRICING

1.1 RECIPROCAL COMPENSATION

1.1.1 ISP Bound, pursuant to the Section 2.16 in the General Terms and Conditions, and Local wireline to wireline traffic will be terminated by the Parties on a Bill and Keep basis.

1.1.2 Transit Service—per MOU \$ 0.0061854/MOU

1.1.3 Intentionally Left Blank For Future Use

1.1.4 The Parties will provide accurate Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, the Parties agrees to pay the applicable intrastate terminating access charges for such traffic.

1.2 Intentionally Left Blank for Future Use

1.3 Intentionally Left Blank for Future Use

1.4 Supplemental PON Charges

1.4.1 A supplement is any new iteration of a local service request.

Supplement # 1

Cancel - Indicates that the pending order is to be canceled in its entirety.

Charge - \$14.38

Supplement # 2

New desired due date - Indicates that the pending order requires only a change of desired due date.

Supplement # 3

Other - Any other change to the request.

Supp 2 & 3 Charges are as follows:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Order	\$11.01	\$17.83	\$11.01	\$17.83	\$8.86	\$14.34
*Expedite Charge will be applied (\$35.20 per telephone number) for any Portings stopped on the DD & subsequently reappointed with a new Due Date.						

1.5 OTHER MISCELLANEOUS CHARGES

1.5.1 Expedite Charge - Any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

NONRECURRING

Residence	\$35.20
Business	\$35.20

Additional Labor Charges also apply if the work is done after hours or on the weekend.

1.5.2 Preferential/Vanity Numbers

NONRECURRING

Residence	\$42.33
Business	\$84.45

1.5.3 Concurrence Charge

Each Party is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event that the a Party does not create the subscription version(s) within the prescribed time frame, the Party is responsible to notify the other Party during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge will be billed for each order requiring a manual concurrence.

NONRECURRING

Residence	\$11.01
Business	\$17.83
