

AGREEMENT

BY AND BETWEEN

DISH WIRELESS L.L.C.

AND

**CITIZENS TELECOMMUNICATIONS COMPANY OF NEW YORK, INC.
FRONTIER COMMUNICATIONS OF AUSABLE VALLEY, INC.
FRONTIER COMMUNICATIONS OF NEW YORK, INC.
FRONTIER COMMUNICATIONS OF SENECA-GORHAM, INC.
FRONTIER COMMUNICATIONS OF SYLVAN LAKE, INC.
FRONTIER TELEPHONE OF ROCHESTER, INC.
OGDEN TELEPHONE COMPANY**

FOR THE STATE OF

NEW YORK

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AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective July 1, 2021 (the "Effective Date"), between DISH Wireless L.L.C. ("DISH Wireless"), a limited liability company organized under the laws of the State of Colorado, with offices at 9601 Meridian Blvd. Englewood, CO 80112 and Citizens Telecommunications Company of New York, Inc., Frontier Communications of Ausable Valley, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Telephone of Rochester, Inc., and Ogden Telephone Company (collectively "Frontier"), each corporations organized under the laws of the State of New York with offices at 111 Field St., Rochester, NY 14620-1529 (Frontier and DISH Wireless may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, pursuant to Section 252 of the Act, Frontier and DISH Wireless hereby covenant and agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, 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, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s) ("Prior Agreement(s)"), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary

obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a post-petition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and DISH Wireless.

1.4 Intentionally Left Blank

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until July 1, 2023 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either DISH Wireless or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination. If DISH Wireless does not respond to Frontier's written notification of the intent to terminate the Agreement, the Agreement will terminate and not renew at the later of the end of the Initial Term or ninety (90) days after notice is provided.
- 2.3 If DISH Wireless or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either DISH Wireless or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between DISH Wireless and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 Either Party may provide the other Party with at least ninety (90) day's written notification of its desire to renegotiate the Agreement at the end of the Initial Term or any Subsequent Term. If either Party provides the other Party with written notification to renegotiate this Agreement, the negotiation and arbitration processes of the Act will be applicable and the date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. If Frontier provides notice of termination pursuant to Section 2.2, and at least ninety (90) days before the proposed date of termination either, and DISH Wireless or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between DISH Wireless and Frontier; or, (b) the date one (1) year after the proposed date of termination. The effective date of a successor interconnection agreement between DISH Wireless and Frontier will be as of the date of termination of this Agreement. Any changes in rates will apply, and be subject to true-up, as of the effective date of the new interconnection agreement.

- 2.5 If Frontier provides notice of termination pursuant to Section 2.2 and neither DISH Wireless nor Frontier has requested negotiation of a new interconnection agreement (or, in accordance with Subsection 2.3(b), if no new agreement is reached by the date one (1) year after the proposed date of termination), then (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination (or in the case of termination in accordance with Subsection 2.3(b), at 11:59 PM Eastern Time on the date one (1) year after the proposed date of termination), and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff. Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.
- 2.6 Termination upon Ordering and Implementation Inactivity. Notwithstanding anything to the contrary contained herein, Frontier may terminate this Agreement in the event DISH Wireless 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 DISH Wireless customers within one (1) year from the Effective Date of this Agreement.

3. Glossary and Attachments

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

Additional Services Attachment
Two-Way Wireless Attachment
9-1-1 Wireless Attachment
Pricing Attachment

4. Applicable Law

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

provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

- 4.6 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, then the Parties shall pursue dispute resolution in accordance with Section 14 of this Agreement.
- 4.6.1 Notwithstanding Section 4.6 above, to the extent Frontier is required by a change in Applicable Law to provide to DISH Wireless a Service that is not offered under this Agreement to DISH Wireless, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Frontier Tariff, or, in the absence of an applicable Frontier Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Frontier be required to provide any such Service in the absence of such a Frontier Tariff or amendment.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Frontier is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to DISH Wireless hereunder, then Frontier may discontinue the provision of any such Service, payment or benefit, and DISH Wireless shall reimburse Frontier for any payment previously made by Frontier to DISH Wireless that was not required by Applicable Law. Frontier will provide thirty (30) days prior written notice to DISH Wireless of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment or an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.
- 4.8 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

- 4.9 The Parties jointly agree to cooperate in the filing of this Agreement and share equally the expenses associated with obtaining Commission approval.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is an Affiliate of that Party without consent, but with written notification, provided that such Affiliate is a telecommunications carrier. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement. All obligations and duties of any Party under this Agreement shall be binding on, and shall inure to the benefit of, all successors-in-interest and assignees of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

6. Assurance of Payment

- 6.1 Frontier may, in order to safeguard its interest, require DISH Wireless to make a deposit to be held by Frontier 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 DISH Wireless pays its undisputed bills on time for twenty-four (24) consecutive months.
- 6.2 Unless otherwise agreed by the Parties, the assurance of payment shall consist of a deposit or an unconditional, irrevocable standby letter of credit naming Frontier as the beneficiary thereof and otherwise in form and substance satisfactory to Frontier from a financial institution acceptable to Frontier. The assurance of payment shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Frontier, for the Services to be provided by Frontier to DISH Wireless in connection with this Agreement. Frontier 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 DISH Wireless.
- 6.3 Frontier may (but is not obligated to) draw on the assurance of payment upon notice to DISH Wireless in respect of any amounts to be paid by DISH Wireless hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.4 If Frontier draws on the assurance of payment, upon request by Frontier, DISH Wireless shall provide a replacement or supplemental assurance of payment conforming to the requirements of Section 6.2.
- 6.5 Notwithstanding anything else set forth in this Agreement, if Frontier makes a request for assurance of payment in accordance with the terms of this Section, then Frontier shall have no obligation thereafter to perform under this Agreement

until such time as DISH Wireless has provided Frontier with such assurance of payment.

- 6.6 The fact that a deposit has been made in no way relieves DISH Wireless from complying with Frontier'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 Frontier.
- 6.7 In the event that DISH Wireless defaults on its account, service to DISH Wireless will be terminated and any deposits held will be applied to its account.

7. Audits

- 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, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and the identification of traffic subject to this Agreement. Such audits may be performed once each year at the conclusion of each Calendar Year, in order to 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.
 - 7.1.1 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.
- 7.2 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 Section 14 of this Agreement.
 - 7.2.1 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.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

- 8.1 Citizens Telecommunications Company of New York, Inc., Frontier Communications of Ausable Valley, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Telephone of Rochester, Inc., and Ogden Telephone Company each represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Each has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 DISH Wireless represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 DISH Wireless Certification.
- 8.3.1 Notwithstanding any other provision of this Agreement, Frontier shall have no obligation to perform under this Agreement until such time as DISH Wireless has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting its business in the State of New York. DISH Wireless shall not place any Orders under this Agreement until it has obtained such authorization. DISH Wireless shall provide proof of such authorization to Frontier upon request.
- 8.3.2 DISH Wireless Account Setup. DISH Wireless must provide the appropriate Frontier representative the necessary documentation to enable Frontier to establish a master account for DISH Wireless. Such documentation will include a completed CLEC 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 after the necessary documents have been provided to Frontier, and the necessary deposit requirements are met.

9. Billing and Payment; Disputed Amounts

- 9.1 In consideration of the services provided by Frontier under this Agreement, DISH Wireless shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by DISH Wireless 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 DISH Wireless:

DISH Wireless L.L.C.
Attention: Billing Department
5701 Santa Fe Drive
Littleton, CO 80120-1813

To Frontier:

Frontier Communications

Attention: Access Billing
P. O. Box 92713
Rochester, NY 14692

- 9.2 When applicable, each Party shall prepare a monthly billing statement with a consistent, regular bill date that reflects 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 U.S. 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, upon request of the receiving Party.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall within thirty (30) days of its receipt of the invoice give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay by the Due Date all undisputed amounts and shall include a copy of the dispute with the payment of the undisputed amount. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution. Undisputed amounts due to the billing Party that are not received by the Due Date or that are not immediately available to the billing Party, shall be subject to a late payment charge. The late payment charge shall be the lesser of one-and-one-half percent (1.5%) per month or the maximum allowed by law of the overdue amount (including any unpaid previously billed late payment charges).
- 9.3.1 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 charge as set forth herein.
- 9.3.2 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 charge as set forth herein.
- 9.4 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement. Neither Party shall initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for Services that were provided more than six (6) months prior to the applicable Invoice date or date on which a credit was claimed.

10. Confidentiality and Publicity

- 10.1 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.
- 10.2 As used in this Section 10, Proprietary Information means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

- 10.2.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
- 10.2.2 Any forecasting information provided pursuant to this Agreement;
- 10.2.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- 10.2.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- 10.2.5 any information that is in written, graphic, recorded, machine readable, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary" with the appropriate owner corporation name, e.g., "Frontier Proprietary"; and
- 10.2.6 Information disclosed orally or visually 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 ten (10) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Proprietary Information pursuant to Sections 10.2.5 or 10.2.6.

- 10.3 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:
 - 10.3.1 the Proprietary Information received from the Disclosing Party is only used in performance of this Agreement;
 - 10.3.2 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;
 - 10.3.3 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
 - 10.3.4 upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

- 10.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.5 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:
- 10.5.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or
 - 10.5.2 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
 - 10.5.3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or
 - 10.5.4 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
 - 10.5.5 is approved for release by written authorization of the disclosing Party; or
 - 10.5.6 is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements; or
 - 10.5.7 is furnished to a third party by the disclosing Party without a similar restriction on the third-party's rights.
- 10.6 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.
- 10.7 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.
- 10.8 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

- 10.9 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.

11. Counterparts

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

12. Default

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:

- 12.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within ten (10) 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:

- 12.1.1 refuse additional applications for any service provided under this Agreement;
 - 12.1.2 refuse to complete any pending orders for additional services any time thereafter, and/or;
 - 12.1.3 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.
- 12.2 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.
- 12.3 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, DISH Wireless, so long as DISH Wireless 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 DISH Wireless or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, DISH Wireless, such services may be terminated by Frontier unless DISH Wireless 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 DISH Wireless to receive such notices.

- 12.4 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.

13. Discontinuance of Service by DISH Wireless

- 13.1 If DISH Wireless proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, DISH Wireless shall send written notice of such discontinuance to Frontier, the Commission, and each of DISH Wireless's Customers. DISH Wireless shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, DISH Wireless shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 Such notice must advise each DISH Wireless Customer that unless action is taken by the DISH Wireless Customer to switch to a different carrier prior to DISH Wireless's proposed discontinuance of service, the DISH Wireless Customer will be without the service provided by DISH Wireless to the DISH Wireless Customer.
- 13.3 Should a DISH Wireless Customer subsequently become a Frontier Customer, DISH Wireless shall provide Frontier with all information necessary for Frontier to establish service for the DISH Wireless Customer, including, but not limited to, the DISH Wireless Customer's billed name, listed name, service address, and billing address, and the services being provided to the DISH Wireless Customer.
- 13.4 Nothing in this Section 13 shall limit Frontier's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

- 14.1 Except as otherwise provided in this Agreement, any default or dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties 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. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. In the event that the Parties are unable to resolve a

default or other dispute and upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

- 14.2 If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
- 14.3 Both Parties shall use the Dispute Resolutions procedures as described herein.
- 14.4 Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

15. Force Majeure

- 15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to the following:
 - 15.1.1 Adverse weather conditions, flood, fire, explosion, earthquake, hurricane, cyclone, tornado, storm, epidemic, volcanic action, breakdown of plant or power failure;
 - 15.1.2 Embargo, boycott, war, revolution, civil commotion, act of public enemies, terrorism, or blockade;
 - 15.1.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
 - 15.1.4 Labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts);
 - 15.1.5 Delays caused by other service or equipment vendors, inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party;
 - 15.1.6 Any other circumstance beyond the reasonable control of the Party affected and acts of God.
- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon request by Frontier, DISH Wireless shall provide to Frontier forecasts regarding the Services that DISH Wireless expects to purchase from Frontier, including, but not limited to, forecasts regarding the types and volumes of Services that DISH Wireless expects to purchase and the locations where such Services will be purchased.

17. Fraud

DISH Wireless assumes responsibility for all fraud associated with its Customers and accounts. Frontier shall bear no responsibility for and shall have no obligation to investigate or make adjustments to DISH Wireless's account in cases of, fraud by DISH Wireless's Customers or other third parties unless such fraud is the result of intentional misconduct or gross negligence of Frontier.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of New York a Service offered under this Agreement, Frontier reserves the right to negotiate in good faith with DISH Wireless reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

19. 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.

20. Indemnification

- 20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's parents, subsidiaries, Affiliates, agents, servants, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, 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.

- 20.2 Each Party will defend, indemnify, and 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 DISH Wireless 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,
- 20.3 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.
 - 20.3.1 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.
 - 20.3.2 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.
 - 20.3.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.
- 20.4 Notwithstanding any other provisions of this Agreement, in the case of claims or loss alleged or incurred by an End User Customer of DISH Wireless arising out of or in connection with services provided to the End User Customer by DISH Wireless, DISH Wireless shall defend and indemnify Frontier and its officers, directors, employees and agents against any and all such claims or loss by DISH Wireless's End User Customers.

21. Insurance

- 21.1 DISH Wireless shall maintain during the term of this Agreement, at its sole cost and expense, the following insurance:
 - 21.1.1 Commercial General Liability Insurance, on an occurrence basis, for claims that may arise out of or result from DISH Wireless's performance of this Agreement, whether performed by DISH Wireless or its subcontractor, or anyone for whose acts they may be held liable. Such insurance shall include coverage for bodily injury, property damage premises and operations, products and completed operations, contractual liability, personal and advertising injury, and coverage for explosion, collapse, and underground property damage (XCU), with

limits of at least \$1,000,000 per occurrence, \$2,000,000 in the general aggregate, and \$2,000,000 in the aggregate for products and completed operations. Products and completed operations coverage shall be maintained for a minimum of two (2) years following the expiration or termination of this Agreement.

- 21.1.2 Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles, with a combined single limit for bodily injury and property damage of at least \$2,000,000 each accident, covering any automobile used and or operated by, or on behalf of DISH Wireless on Frontier's premises.
- 21.1.3 Umbrella or Excess Liability Insurance providing excess limits over the commercial general liability, business automobile liability, and employer's liability policies, with limits of at least \$10,000,000 for each occurrence. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.
- 21.1.4 Workers' Compensation Insurance with coverage and limits complying with the statutory requirements of the jurisdiction in which the Collocation site is located, and Employer's Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. Such Workers' Compensation insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Frontier Communications Parent, Inc. and its subsidiaries in connection with any claim covered by the policy.
- 21.2 All such policies identified under this Section shall be issued by insurance companies authorized to do business in the state where the Collocation site is located and with an A.M. Best Rating of A- VII or better.
- 21.3 DISH Wireless shall name Frontier Communications Parent, Inc. and its subsidiaries, and any other entities as required by Frontier whose names have been provided to DISH Wireless in writing as additional insureds on the foregoing liability insurance except for Workers' Compensation and Employer's Liability. Such coverage shall be primary and non-contributory to any other insurance available to the additional insureds.
- 21.4 DISH Wireless shall, within two (2) weeks of the Effective Date hereof and at the time of each renewal of DISH Wireless's insurance policies, and at such other times as Frontier may reasonably specify, furnish certificate(s) of insurance of the foregoing insurance reasonably acceptable to Frontier. The certificates of insurance of the foregoing insurance shall be sent to: Contract Management, Frontier Communications Parent, Inc., 7979 N. Belt Line Road, MC: S1C74, Irving, TX 75063.
- 21.5 DISH Wireless shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Frontier or Frontier's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Frontier certificates insurance acceptable to Frontier in accordance with Section 21.4.

- 21.6 Failure of DISH Wireless or DISH Wireless's contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.
- 21.7 Certificates furnished by DISH Wireless or DISH Wireless's contractors shall contain a clause stating: ".shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."
- 21.8 All insurance must be in effect on or before the occupancy date and shall remain in force as long as DISH Wireless's facilities remain within any spaces governed by this Agreement. If DISH Wireless fails to maintain the coverage, shall be deemed a material breach of this Agreement.
- 21.9 The obligation to insure imposed by this Section shall not relieve DISH Wireless of any obligations imposed upon it by other Sections of this Agreement. Neither the insurance required nor the amount of type of insurance maintained by DISH Wireless shall limit or affect the extent of DISH Wireless's liability hereunder for injury, death or loss or damage.

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third-party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 DISH Wireless agrees that the Services provided by Frontier hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Frontier and Frontier's vendors. Frontier agrees to advise DISH Wireless, directly or through a third party, of any such terms,

conditions or restrictions that may limit any DISH Wireless use of a Service provided by Frontier that is otherwise permitted by this Agreement. At DISH Wireless's written request, to the extent required by Applicable Law, Frontier will use Frontier's best efforts, as commercially practicable, to obtain intellectual property rights from Frontier's vendor to allow DISH Wireless to use the Service in the same manner as Frontier that are coextensive with Frontier's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Frontier has obtained Frontier's intellectual property rights. DISH Wireless shall reimburse Frontier for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Limitation of Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.4, the liability, if any, of a Party, a Party's parents, subsidiaries, Affiliates, agents, servants, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

- 25.3 EXCEPT AS OTHERWISE STATED IN SECTIONS 25.2 AND 25.4, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH A SERVICE FAILURE OR ANY BREACH, DELAY OR FAILURE IN PERFORMANCE OF 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, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR LIKE 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.
- 25.4 Nothing contained in Sections 25.1 through 25.3 shall exclude or limit liability:
- 25.4.1 under Sections 20, Indemnification, or 43, Taxes.
 - 25.4.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 25.4.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.4.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 25.4.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 25.4.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.5 In the event that the liability of a Party, a Party's parents, subsidiaries, Affiliates, agents, servants, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.6 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall either Party, its parents, subsidiaries, Affiliates, agents, servants, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

- 25.7 No liability shall attach to either Party, its parents, subsidiaries, Affiliates, agents, servants or the directors, officers or employees of the other Party 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.

26. INTENTIONALLY LEFT BLANK

27. Network Management

- 27.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. DISH Wireless and Frontier will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 27.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 27.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
- 27.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and take other actions, if any, required by Applicable Law; and,
- 27.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.
- 27.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Frontier's standard procedures for isolating and clearing the outage or trouble. For

additional information, go to <https://wholesale.frontier.com/wholesale/> under Systems and Online Tools, then Trouble Administration.

- 27.5 Testing and Trouble Responsibilities. The Parties agree to:
- 27.5.1 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.
 - 27.5.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 27.5.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.
 - 27.5.4 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.
 - 27.5.5 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.
 - 27.5.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day, 7 days a week.
 - 27.5.7 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.
 - 27.5.8 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:
 - 27.5.8.1 No trouble is found in the Interconnection trunks; or
 - 27.5.8.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 - 27.5.8.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.
 - 27.5.8.4 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.
 - 27.5.8.5 Billing for maintenance service is based on Frontier's respective tariff.

28. Non-Exclusive Remedies

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

29. Notice of Network Changes

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

30. Notices

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

30.1.1 shall be in writing;

30.1.2 shall be delivered (a) by express delivery service with 2-day or next Business Day delivery, or (b) by first class, certified or registered U.S. mail, postage prepaid; and

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

To DISH Wireless:

DISH Wireless L.L.C.
Attn: Head of Telecom and Transport

If by nationally recognized courier service:
5701 S. Santa Fe Drive
Littleton, Colorado 80120

If by first-class certified mail:
P.O. Box 6655
Englewood, Colorado 80155

With Copy to:

Office of the General Counsel
DISH Purchasing Corporation

If by nationally-recognized courier service:
Same address as noted above for DISH courier delivery

If by first-class certified mail:
Same address as noted above for DISH first- class certified mail delivery

To Frontier:

Contract Management
Frontier Communications
7979 N. Belt Line Road, MC: S1C74
Irving, TX 75063
Email Address: contract.management@ftr.com

with a copy to:

Frontier Communications
Kevin Saville, SVP & General Counsel
401 Merritt 7
Norwalk, CT 06851
Email Address: KS9458@ftr.com
by express delivery service with 2-day or next Business Day
delivery,

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

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service with 2-day or next Business Day delivery, 2-days or the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via electronic mail, if the notice is sent on a Business Day and before 5 PM in the time zone where it is received or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day.

DISH Wireless shall notify Frontier, by written notice pursuant to this Section 30, of any changes in the addresses or other DISH Wireless contact information identified under Section 30.1.3 above.

31. Ordering and Maintenance

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

32. Performance Standards

- 32.1 Frontier shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.
- 32.2 DISH Wireless shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

33. Point of Contact for DISH Wireless Customers

- 33.1 DISH Wireless shall establish telephone numbers and mailing addresses at which DISH Wireless Customers may communicate with DISH Wireless and shall advise DISH Wireless Customers of these telephone numbers and mailing addresses.
- 33.2 Except as otherwise agreed to by Frontier, Frontier shall have no obligation, and may decline, to accept a communication from a DISH Wireless Customer, including, but not limited to, a DISH Wireless Customer request for repair or maintenance of a Frontier Service provided to DISH Wireless.

34. Predecessor Agreements

- 34.1 Except as stated in Section 34.2 or as otherwise agreed in writing by the Parties:
 - 34.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of New York pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and
 - 34.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of New York pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.
- 34.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.
- 34.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 34.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

35. Publicity and Use of Trademarks or Service Marks

- 35.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other

Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

35.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

35.3 Any violation of this Section 35 shall be considered a material breach of this Agreement.

36. References

36.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

36.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Frontier or third-party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

37. Relationship of the Parties

37.1 The relationship of the Parties under this Agreement shall be that of independent contractors, and not as the agent, employee, or servant of the other Party, and nothing herein shall be construed as creating any other relationship between the Parties.

37.2 Nothing contained in this Agreement shall make either Party or any personnel furnished by such Party the employee or agent of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest. Neither Party may be entitled to any benefits available under any plans for such other Party's employees.

37.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

37.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors as is consistent with and necessary to preserve its independent contractor status. Each Party shall be solely responsible for all matters relating to payment of its employees including compliance with Social Security, withholding or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, and for worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

37.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

37.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

38. Reservation of Rights

38.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

38.2 DISH Wireless acknowledges DISH Wireless has been advised by Frontier that it is Frontier's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

39. Service to End User

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

39.2 Subject to Section 33, Frontier will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Frontier.

39.3 Frontier maintains the right to actively market and serve directly any End User within Frontier's serving area. Frontier will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of DISH Wireless.

39.4 Service is furnished subject to the condition that it will not be used for any unlawful purpose. Frontier may refuse to provide service to DISH Wireless when it has reasonable grounds to believe that service will be used in violation of the law, including, but not limited to, Section 24,

39.5 Subject to Section 24, service will be discontinued by Frontier if any law enforcement agency advises that the service is being used in violation of the law.

- 39.6 Subject to Section 27, Frontier may refuse to provide service to DISH Wireless when it has reasonable grounds to believe that service will jeopardize the reliability or efficiency of Frontier's network or interferes with or prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to End Users.
- 39.7 Subject to Section 31, DISH Wireless will be the single point of contact with Frontier for all subsequent ordering activity resulting in additions or changes to services except that Frontier will accept a request directly from the End User for conversion of the End User's service from DISH Wireless to Frontier or will accept a request from another carrier for conversion of the End User's service from DISH Wireless to the other carrier.

40. Subcontractors

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

41. Successors and Assigns

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

42. Survival

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

43. Tariffs

References to tariffs throughout this Agreement shall be to the currently effective Tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain Frontier services or Tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such Tariff shall be deemed to refer to the service description or publicly posted notice, price guide(s) and or service guide(s) related to that service.

44. Taxes

- 44.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party

shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

- 44.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.
- 44.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.
- 44.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 44.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 44.5 Liability for Uncollected Tax, Interest and Penalty.
- 44.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 44, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.
- 44.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 44.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any

penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

- 44.5.3 If the Providing Party does not collect any Tax as required by Section 44 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.
- 44.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 44.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.
- 44.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 44.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 44.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 44.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 43, shall be made in writing and shall be sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 30 as well as to the following:

To DISH Wireless:

DISH Wireless LLC
–Tax Department
9601 S. Meridian Blvd
Englewood, CO 80112

To Frontier:

Frontier Communications
Tax Department
401 Merritt 7
Norwalk, CT 06851

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

45. Technology Upgrades

Notwithstanding any other provision of this Agreement, Frontier shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Frontier, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate DISH Wireless's ability to provide service using certain technologies. Nothing in this Agreement shall limit Frontier's ability to modify its network through the incorporation of new equipment or software or otherwise. DISH Wireless shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

46. Territory

46.1 This Agreement applies to the territory in which Frontier operates as an Incumbent Local Exchange Carrier in the State of New York. Frontier shall be obligated to provide Services under this Agreement only within this territory.

46.2 Notwithstanding any other provision of this Agreement, Frontier may terminate this Agreement as to a specific operating territory or portion thereof if Frontier sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Frontier shall provide DISH Wireless with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

47. Third-party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and not for any other Person. Nothing herein shall create or be construed to provide any Person not a Party to this Agreement (including, but not limited to, any third party, End User of DISH Wireless, Customers or contractors of a Party) with any remedy, claim, liability, reimbursement, cause of action, or other rights (including, but not limited to, any third-party beneficiary rights) in excess of those existing by reference in this Agreement. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person. Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

48. 252(i) Obligations

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by DISH Wireless of any rights it may have under Section 252(i) results in the rearrangement of Services by Frontier, DISH Wireless shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Frontier Services.

49. Use of Service

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

50. Waiver

- 50.1 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.
- 50.2 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.
- 50.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

51. Disclaimer of Warranties

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 DISH WIRELESS 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.

52. Withdrawal of Services

- 52.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Frontier may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to DISH Wireless.

SIGNATURE PAGE

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

DISH WIRELESS L.L.C.

**CITIZENS TELECOMMUNICATIONS COMPANY
OF NEW YORK, INC.
FRONTIER COMMUNICATIONS OF AUSABLE
VALLEY, INC.
FRONTIER COMMUNICATIONS OF NEW YORK,
INC.
FRONTIER COMMUNICATIONS OF SENECA-
GORHAM, INC.
FRONTIER COMMUNICATIONS OF SYLVAN
LAKE, INC.
FRONTIER TELEPHONE OF ROCHESTER, INC.
OGDEN TELEPHONE COMPANY**

By: 
Jeff McSchooler (Jul 16, 2021 17:36 MDT)

By: 
Roderick Cameron (Jul 18, 2021 22:23 EDT)

Printed: Jeff McSchooler

Printed: Roderick Cameron

Title: Evp Wireless Oos

Title: VP, Carrier Services

Date: Jul 16, 2021

Date: Jul 18, 2021

Approved by: 
Alison Minea (Jul 13, 2021 16:51 EDT)

Approved by: 
Michael E McNamara (Jul 16, 2021 17:25 MDT)

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.1 through 1.3 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words “shall” and “will” are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

- 2.1 Access Services.

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).

An industry standard form and supporting documentation, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks and to identify specific trunking and facilities for the purposes of interconnection.
- 2.3 Act.

The Telecommunications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).
- 2.4 Affiliate.

Shall have the meaning set forth in the Act.
- 2.5 Agent.

An agent or servant.

2.6 Agreement.

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

2.7 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: directory assistance, 9-1-1/E9-1-1, operator services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query and LIDB.

2.8 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means the Federal Unbundling Rules.

2.9 ATIS.

The Alliance for Telecommunications Industry Solutions.

2.10 Automatic Location Identification (ALI) Database.

The emergency services (9-1-1/E9-1-1) database controlled by Frontier containing caller address/location information including the carrier name, National Emergency Numbering Administration ("NENA") ID, Call Back Number, and other carrier information used to process caller location records.

2.11 Automatic Number Identification (ANI).

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

2.12 Bona Fide Request (BFR).

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

2.13 Bridged Tap Removal.

The physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the End User may have limited tolerances to total bridged-tap on a circuit.

2.14 Business Day.

Monday through Friday, except for holidays observed by Frontier.

- 2.15 Cable Loading.
- The process of adding load coils to a metallic cable facility.
- 2.16 Cable Unloading.
- The process of removing load coil(s) from a metallic cable facility.
- 2.17 Calendar Quarter.
- January through March, April through June, July through September, or October through December.
- 2.18 Calendar Year.
- January through December.
- 2.19 Call Back Number.
- A telephone number that can be used by the PSAP to re-contact the location from which a 9-1-1/E9-1-1 Call was placed. The telephone number may or may not be the telephone number of the station used to originate the 9-1-1/E9-1-1 Call.
- 2.20 CCS (Common Channel Signaling).
- A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.
- 2.21 Central Office.
- An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.22 Claims.
- Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).
- 2.23 CLLI Code.
- Common Language Location Identifier Codes.
- 2.24 Commission.
- New York State Public Service Commission.
- 2.25 Competitive Local Exchange Carrier (CLEC).

A telephone company certified by the Commission, to operate as a Local Exchange Carrier in the territory in which Frontier operates as an ILEC in the State of New York.

2.26 CMRS (Commercial Mobile Radio Services).

A radio communications service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that make interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. DISH Wireless is a CMRS provider.

2.27 Conditioning.

Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.

2.28 Controlling 9-1-1 Authority.

The duly authorized state, county or local government agency empowered by law to oversee the 9-1-1/E9-1-1 services, operations and systems within a defined jurisdiction.

2.29 Calling Party Number CPN.

A CCS parameter that identifies the calling party's telephone number.

2.30 Cross Connection.

For a collocation arrangement, the facilities between the collocating Party's equipment and the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel).

2.31 Customer.

A third-party residence, business or wholesale end-user subscriber to Telephone Exchange Services provided by either of the Parties. A Customer may also include a wholesale End User who utilizes the network of either Party in order to provide its own end to end services (i.e., VoIP Provider).

2.32 Customer Proprietary Network Information (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.33 Dark Fiber Transport.

An optical transmission facility, within a LATA, that Frontier has not activated by attaching multiplexing, aggregation or other electronics, between Frontier switches (as identified in the LERG) or UNE Wire Centers.

2.34 Dedicated Transport.

A DS0-, DS1-, or DS3-capacity transmission facility between Frontier switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated

to a particular end user or carrier. Dedicated Transport is sometimes referred to as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Frontier UNE Wire Centers.

2.35 Designated PSAP.

The primary PSAP designated by the Controlling 9-1-1 Authority to receive a 9-1-1/E9-1-1 Call based upon the geographic location of the end user.

2.36 Digital Loop Carrier (DLC).

A system that enables multiple End Users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.

2.37 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Frontier to provide on an unbundled basis to DISH Wireless, whether because the facility was never subject to an unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise.

2.38 Digital Signal Level 0 (DS0).

The 64 Kilobits per second (kbps) zero-level signal in the time-division multiplex hierarchy.

2.39 Digital Signal Level 1 (DS1).

The 1.544 Megabits per second (Mbps) first-level signal in the time-division multiplex hierarchy.

2.40 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.41 Digital Signal Level 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.42 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.43 DS3 Loop.

A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving UNE Wire Center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Frontier TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.

2.44 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.45 End User.

The ultimate user or consumer of the telecommunications services being sold or resold by either Party.

2.46 End User Location.

The physical location of the premises where an End User makes use of the telecommunications services.

2.47 End User of Record.

The entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

2.48 Enhanced Services.

Refers 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 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.

2.49 Exchange Access.

Shall have the meaning set forth in the Act.

2.50 Exchange Message Interface (EMI).

Standard used for the interexchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in ATIS/OBF-EMI—016, an Alliance Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records. SR-320 published by ATIS.

2.51 Extended Local Calling Scope Arrangement.

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

2.52 FCC.

The Federal Communications Commission.

2.53 FCC Internet Orders.

The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the "April 18, 2001 FCC Internet Order"); and, (b) Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (adopted November 5, 2008) (hereinafter the "November 5, 2008 FCC Internet Order").

2.54 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.55 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or Combinations of unbundled Network Elements that is imposed upon Frontier by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any reference in this Agreement to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.56 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving End Office and a remote terminal or feeder/distribution interface.

2.57 FNID (Fiber Network Interface Device).

A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.

2.58 FTTP Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving End Office to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the End Office that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

2.59 Hybrid Loop.

A Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.

2.60 IDLC (Integrated Digital Loop Carrier).

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

2.61 Incumbent Local Exchange Carrier (ILEC).

Shall have the meaning set forth in the Act.

2.62 Information Access.

The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

2.63 Inside Wire or Inside Wiring.

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

2.64 Interconnection.

Shall have the meaning set forth in the Act.

2.65 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems and related facilities.

2.66 InterMTA Traffic.

CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network outside the MTA in which the call originated. InterMTA Traffic is not Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. For purposes of determining originating and terminating points of a call under this Agreement, DISH Wireless will use the Cell Site to which the DISH Wireless Customer placing or receiving the call is connected at the beginning of the call.

2.67 Internet Service Provider (ISP) Bound Traffic

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.

2.68 Internet Traffic.

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

2.69 InterLATA.

Shall have the meaning set forth in the Act.

2.70 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.71 IntraMTA Traffic.

CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated. For purposes of determining originating and terminating points of a call under this Agreement, DISH Wireless will use the Cell Site to which the DISH Wireless Customer placing or receiving the call is connected at the beginning of the call.

2.72 Integrated Services Digital Network (ISDN).

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

2.73 Interexchange Carrier (IXC).

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

2.74 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Frontier and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.75 Local Access and Transport Area (LATA).

Shall have the meaning set forth in the Act.

2.76 Local Exchange Carrier (LEC).

Shall have the meaning set forth in the Act.

2.77 Local Exchange Routing Guide (LERG).

A Telcordia Technologies reference document used by carriers to identify NPA/NXX routing and homing information as well as network element and equipment designations.

2.78 Local Service Provider Guide (the "Guide").

The document provided to DISH Wireless by Frontier, included by reference herein, which outlines the process and procedures for ordering and maintaining carrier 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.

2.79 Local Service Request (LSR).

An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold Telecommunications Services and Network Elements.

2.80 Local Traffic.

Refers 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.

2.81 Loop.

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

2.82 Main Distribution Frame (MDF).

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

2.83 Maintenance Control Office.

Either Party's center responsible for control of the maintenance and repair of a circuit.

2.84 Manhole.

An underground enclosure where conduit(s) are terminated and which provides ready access to conduit system.

2.85 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Frontier local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Frontier local calling area. Frontier local calling areas shall be as defined by Frontier. For the purposes of this definition, a Frontier local calling area includes a Frontier non-optional Extended Local Calling Scope Arrangement but does not include a Frontier optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic.

2.86 Mobile Wireless Services.

Any mobile wireless Telecommunications Service, including any commercial mobile radio service.

2.87 Multiple Exchange Carrier Access Billing (MECAB).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECAB document, published by ATIS as "ATIS/OBF-MECAB", as revised from time to time, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

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

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECOD document, published by ATIS as "ATIS/OBF-MECOD", as revised from time to time, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

- 2.89 Network Element.
- Shall have the meaning stated in the Act.
- 2.90 Network Interface Device (NID).
- The NID contains an FCC Part 68 registered jack from which Inside Wire at the End User location may be connected to Frontier's network.
- 2.91 North American Numbering Plan (NANP).
- The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as the area code), followed by a 3-digit NXX Code and 4-digit line number.
- 2.92 9-1-1/E9-1-1 Call(s).
- Call(s) made by the DISH Wireless end user by dialing the 3-digit telephone number "9-1-1" to facilitate the reporting of an emergency requiring response by a public safety agency.
- 2.93 9-1-1/E9-1-1 Service Provider.
- An entity authorized to provide 9-1-1/E9-1-1 network and database services within a particular jurisdiction.
- 2.94 Non-Revertive.
- Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.
- 2.95 Numbering Plan Area (NPA).
- Also sometimes referred to as an area code, is the first 3-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.
- 2.96 NPA/NXX.
- The NPA followed by the NXX (i.e., the first six digits of a ten-digit telephone number).
- 2.97 NXX, NXX Code, or Central Office Code.
- The 3-digit switch entity indicator (i.e., the first three digits of a seven-digit telephone number).

2.98 Order.

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

2.99 Originating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.100 Other Carriers

Any person, corporation, or other legal entity other than DISH Wireless herein, to whom Frontier has extended or hereafter shall extend an authorization to occupy its Central Office(s) or conduit system(s).

2.101 Percent Interstate Usage (PIU).

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic.
$$\left(\frac{\text{Interstate Traffic Total Minutes of Use} \text{ \{excluding Measured Internet Traffic Total Minutes of Use\}}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$$
.

2.102 Percent Local Usage (PLU).

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic.
$$\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}} \right) \times 100$$
.

2.103 Point of Interconnection (POI).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Interconnection Attachment, a Point of Interconnection shall be at (i) a technically feasible point on Frontier's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. By way of example, a technically feasible Point of Interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Interconnection Wire Center or Frontier End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a DISH Wireless Interconnection Wire Center, DISH Wireless switch or any portion of a transport facility provided by Frontier to DISH Wireless or another party between (x) a Frontier Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of DISH Wireless or another party.

2.104 Primary Reference Source.

Equipment that provides a timing signal to synchronize network elements.

2.105 Principal Document.

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

2.106 Providing Party.

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

2.107 PSAP.

Public Safety Answering Point.

2.108 Purchasing Party.

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

2.109 Qualifying UNE.

An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under this Agreement or a Frontier UNE Tariff.

2.110 Qualifying Wholesale Services.

Wholesale services obtained from Frontier under a Frontier access Tariff or a separate wholesale agreement.

2.111 Rate Center Area.

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

2.112 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection".

2.113 Rate Demarcation Point.

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

2.114 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, applicable FCC orders/FCC Regulations and the USF/ICC Transformation Order, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 6 of the Two-Way Wireless Attachment).

2.115 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network within the same MTA (i.e. intraMTA), except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) InterMTA Traffic, including but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, based on the actual originating and terminating points of the complete end-to-end communication; (3) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (4) Tandem Transit Traffic; or, (5) Voice Information Service Traffic (as defined in the Additional Services Attachment); or, (6) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Two-Way Wireless Attachment).

2.116 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.117 Service.

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

2.118 Space.

For the purposes of this agreement Space shall refer to either partitioned (caged) or unpartitioned space (cageless), unless specified otherwise and mutually agreed upon. An enclosed secure area, designated by Frontier within a Frontier Central Office, of a size and dimension specified by DISH Wireless and agreed to by Frontier. Partitioned Space is subject to a minimum size requirement of one-hundred (100) square feet of assignable space or such lesser amount agreed to by both parties. Frontier shall design and construct at DISH Wireless's expense, subject to DISH Wireless's pre-approval of the price, a cage or room to establish

a clear division between Frontier's and DISH Wireless's area, and for purposes of securing the space for DISH Wireless's equipment. Un-partitioned space will have a minimum size of one equipment bay, which shall be deemed the equivalent of 15 sq. feet.

2.119 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Frontier and DISH Wireless utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.

2.120 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Exchange Access. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.121 Tandem.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.122 Tariff.

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

2.122.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Frontier Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.123 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.124 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.125 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.126 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.127 Terminating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.128 Third-party Claim.

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

2.129 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

2.130 Toxic or Hazardous Substance.

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

2.131 Traffic Factor 1.

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

The delivery of certain traffic between DISH Wireless and a third-party ILEC, CLEC or CMRS provider by Frontier through Frontier's tandem. The following traffic types will be delivered: (I) Local Traffic originated from DISH Wireless to

such third party and (ii) Local Traffic originated from such third party to Frontier's tandem and terminated to DISH Wireless. Transit Service is only provided where Frontier has a tandem.

2.132 Traffic Factor 2.

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

The FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005.

2.133 Trunk Side.

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

2.134 Unbundled Local Loop.

The transmission path from Frontier MDF, or its equivalent, up to and including the Frontier Network Interface Device (NID) at End User premises.

2.135 Universal Digital Loop Carrier (UDLC).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a Customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and UNE Loops.

2.136 UNE Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

2.137 V&H Coordinate.

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

2.138 Voice Grade.

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

2.139 Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

2.140 xDSL.

As defined and offered in this Agreement. The small "x" before the letters DSL signifies reference to DSL as a generic transmission technology, as opposed to a specific DSL "flavor".

ADDITIONAL SERVICES ATTACHMENT

1. Voice Information Service Traffic

For purposes of this Section 1, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 6 of the Two-Way Wireless Attachment.

TWO-WAY WIRELESS ATTACHMENT

1. Interconnection Trunking Arrangements

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 only with the written consent of the other Party. DISH Wireless will agree to establish each POI at a technically feasible point on Frontier's network in a LATA. By way of example, a technically feasible point of interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Interconnection Wire Center or Frontier End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a DISH Wireless Interconnection Wire Center, DISH Wireless switch, or any portion of a transport facility provided by Frontier to DISH Wireless or another party between (x) a Frontier Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of DISH Wireless or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Frontier's network" shall apply (and are hereby incorporated by reference) each time the term "on Frontier's network" is used in this Agreement.

2. Points of Interconnection and Trunk Types

2.1 Points of Interconnection.

- 2.1.1 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Frontier be required to modify its network to accommodate the Interconnection request made by DISH Wireless, DISH Wireless agrees to pay Frontier reasonable charges for such modifications. If DISH Wireless uses a third-party network to reach the POI, DISH Wireless will bear all third-party carrier charges for facilities and traffic in both directions on its side of the POI.

2.2 Trunk Types.

- 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups:
 - 2.2.1.1 Type 2A Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, InterMTA Traffic, and Measured Internet Traffic, all in accordance with Sections 5 through 9 of this Attachment Type 2A arrangements and variations are in accordance with Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.
 - 2.2.1.2 Type 2B Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, InterMTA Traffic, and Measured Internet Traffic, all in accordance with Sections 5 through 9 of this Attachment. Type 2B arrangements and variations are in accordance with

Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.

- 2.2.1.3 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between DISH Wireless Customers and purchasers of Switched Exchange Access Service via a Frontier Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 10 through 12 of this Attachment.
- 2.2.1.4 Auxiliary Connections to a Frontier End Office used on a one-way basis by DISH Wireless for access to services provided by Frontier pursuant to a Frontier Tariff including, but not limited to, basic 911, operator services and directory assistance. Any use of an Auxiliary Connection other than as specified in this Agreement is outside the scope of this Agreement and such usage is subject to charges associated with the services for which such Auxiliary Connection is used by DISH Wireless. SS7 signaling may not be available with a Frontier Auxiliary Connection.
 - 2.2.1.4.1 Where feasible, Frontier and DISH Wireless will use commercially reasonable efforts to replace Auxiliary Connections with Type 2A or 2B Interconnection Trunks.
- 2.2.1.5 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to, (1) choke trunks for traffic congestion and testing; (2) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.
- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks, Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks) or Trunks for 500/555 traffic.
- 2.2.3 DISH Wireless shall establish, at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Frontier Tandem in a LATA with a subtending End Office(s) to which DISH Wireless originates calls for Frontier to terminate.
- 2.2.4 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.
 - 2.2.4.1 In the event the traffic volume between a Frontier End Office and a technically feasible Point of Interconnection on

Frontier's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centum Call Second (Hundred Call Second) busy hour equivalent of one (1) DS1 at any time and/or 200,000 minutes of use for a single month: if Two-Way Interconnection Trunks are used, then DISH Wireless shall promptly submit an ASR to Frontier to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Frontier End Office and the technically feasible Point of Interconnection on Frontier's network.

- 2.2.4.2 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a technically feasible Point of Interconnection on Frontier's network and a Frontier Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Frontier's network and a Frontier Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, DISH Wireless shall promptly submit an ASR to Frontier to establish new or additional End Office Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Frontier's network and the Frontier Tandem does not exceed the capacity of the 240 trunks.

2.3 Two-Way Interconnection Trunks.

- 2.3.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Frontier and DISH Wireless, DISH Wireless, at its own expense, shall:
 - 2.3.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA; and/or
 - 2.3.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA (a) from a third party, or, (b) if Frontier offers such transport pursuant to this Agreement or an applicable Frontier Tariff, from Frontier.
- 2.3.2 Prior to establishing any Two-Way Interconnection Trunks, DISH Wireless shall meet with Frontier to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA at which the Parties interconnect for the exchange of traffic. 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 at

<https://wholesale.frontier.com/wholesale/> under Access Services, then Access Reference Documents.

- 2.3.3 Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.
- 2.3.4 In addition to the forecasting requirements described in Section 14.2, on a semi-annual basis, DISH Wireless shall submit a good faith forecast to Frontier of the number of End Office and Tandem Two-Way Interconnection Trunks that DISH Wireless anticipates Frontier will need to provide during the ensuing two (2) year period for the exchange of traffic between DISH Wireless and Frontier. DISH Wireless's trunk forecasts shall conform to the Frontier Trunk Forecast template at <https://wholesale.frontier.com/wholesale/> under Access Services, then Access Reference Documents. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.
 - 2.3.4.1 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.
- 2.3.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.3.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and DISH Wireless will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.
- 2.3.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.3.8 Two-Way Interconnection Trunk groups that connect to a Frontier access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Frontier local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour.

Frontier and DISH Wireless shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).

- 2.3.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design-blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.3.10 DISH Wireless shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design-blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. DISH Wireless shall order Two-Way Interconnection Trunks by submitting ASRs to Frontier setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Frontier's effective standard intervals or negotiated intervals, as appropriate. DISH Wireless shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.
- 2.3.11 Frontier may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design-blocking objective. If Frontier observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and DISH Wireless has not notified Frontier that it has corrected such blocking, Frontier may submit to DISH Wireless a Trunk Group Service Request directing DISH Wireless to remedy the blocking. Upon receipt of a Trunk Group Service Request, DISH Wireless will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Frontier within five (5) Business Days.
- 2.3.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. DISH Wireless will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, DISH Wireless will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event DISH Wireless fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Frontier may bill DISH Wireless for the excess Interconnection Trunks at the applicable Frontier rates.
- 2.3.13 Because Frontier will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and DISH Wireless's network, Frontier's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to

any performance measurements and remedies under this Agreement and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

- 2.3.14 DISH Wireless will route its traffic to Frontier over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP 000191, including but not limited to those standards requiring that a call from DISH Wireless to a Frontier End Office will first be routed to the End Office Interconnection Trunk group between DISH Wireless and the Frontier End Office.

3. Initiating Interconnection

- 3.1 If DISH Wireless determines to offer Telephone Exchange Services and to interconnect with Frontier in any LATA in which Frontier also offers Telephone Exchange Services, and in which the Parties are not already interconnected pursuant to this Agreement, DISH Wireless shall provide written notice to Frontier of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 3.2 The notice provided in Section 3.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Frontier's network to be established in the relevant LATA, in accordance with this Agreement; (c) DISH Wireless's intended Interconnection activation date; and (d) a forecast of DISH Wireless's trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Frontier shall reasonably request in order to facilitate Interconnection.
- 3.3 The Interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated above. Within ten (10) Business Days of Frontier's receipt of the DISH Wireless's notice provided for in Section 3.1 of this Attachment, Frontier and DISH Wireless shall confirm the technically feasible Point of Interconnection on Frontier's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

4. Transmission and Routing of Telephone Exchange Service Traffic

- 4.1 Scope of Traffic.

Section 4 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 3 of this Attachment.
- 4.2 Trunk Group Connections and Ordering.
 - 4.2.1 If DISH Wireless wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.
 - 4.2.2 When Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if DISH Wireless orders the multiplexed DS3 facilities

to a Frontier Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

- 4.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 4.2.4 For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.
- 4.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

4.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing DISH Wireless traffic to Frontier, the subtending arrangements between Frontier Tandem Switches and Frontier End Office Switches shall be the same as the Tandem/End Office subtending arrangements that Frontier maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Frontier Tandem subtended by the terminating End Office serving the Frontier Customer). For purposes of routing Frontier traffic to DISH Wireless the subtending arrangements between DISH Wireless Tandem Switches and DISH Wireless End Office Switches shall be the same as the Tandem/End Office subtending arrangements which DISH Wireless maintains for the routing of its own or other carriers' traffic.

4.4 Signaling.

- 4.4.1 Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.
- 4.4.2 Each Party shall have the capability to exchange signaling messages to facilitate full interoperability of all SS7 or other signaling features, as applicable.
- 4.4.3 The Parties shall cooperate fully and shall use commercially reasonable efforts to obtain cooperation from any underlying carrier in the downstream/egress call processing in investigating any issues relating to the processing or delivery of call signaling information.

4.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

4.6 Call Routing Restrictions.

Neither Party shall deliver back to any switched service provided by the originating Party any call delivered by the originating Party to the other Party under this Agreement. To the extent call looping or other technical issues arise, the Parties shall use commercially reasonable efforts to resolve such issues in an expeditious manner.

4.7 Abnormal Traffic Patterns.

When either Party detects that the other Party is generating traffic or call attempts with duplicate, or repeated, numbers dialed in succession and/or abnormally short duration calls, such Party may give notice to the other Party and both Parties shall use commercially reasonable efforts to resolve such issue in an expeditious manner. Each Party reserves the right to take action to protect the integrity of its network.

5. Traffic Measurement and Billing over Interconnection Trunks

5.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

5.1.1 As used in this Section 5, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.

5.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic in direct proportion to the minutes of use of calls passed with CPN information.

5.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and InterMTA Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN unless the Parties agree that other rates should apply to such traffic.

5.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g. Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate

Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.

- 5.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 5.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 5.5 If and, to the extent that, a DISH Wireless Customer receives V/FX Traffic, DISH Wireless shall promptly provide notice thereof to Frontier (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Frontier Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Frontier's Customers to such DISH Wireless Customers.

6. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

- 6.1 Reciprocal Compensation. The Parties agree to exchange Reciprocal Compensation traffic on a bill and keep basis in accordance with the USF/ICC Transformation Order as such order may be revised, reconsidered, modified or changed in the future. For clarity, Reciprocal compensation rates were reduced to zero, effective July 1, 2018 pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.
- 6.2 Traffic Not Subject to Reciprocal Compensation.

- 6.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic,) Information Access, or exchange services for Exchange Access or Information Access.
- 6.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
- 6.2.3 Reciprocal Compensation shall not apply to InterMTA Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 6.2.4 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 6.2.5 Reciprocal Compensation shall not apply to Transit Traffic.
- 6.2.6 Reciprocal Compensation shall not apply to Voice Information Service Traffic.
- 6.2.7 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 6.2.8 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a DISH Wireless Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, DISH Wireless shall pay Frontier's originating access charges for all V/FX Traffic originated by a Frontier Customer, and DISH Wireless shall pay Frontier's terminating access charges for all V/FX Traffic originated by a DISH Wireless Customer.
- 6.2.9 Reciprocal Compensation shall not apply to traffic terminated over a Frontier Auxiliary Connection to a Frontier End Office. DISH Wireless will compensate Frontier at the applicable Frontier Tariff rates for the service. DISH Wireless is solely responsible for the cost of the interconnection facility used for the Auxiliary Connection.
- 6.2.10 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by DISH Wireless to Frontier shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Frontier to DISH Wireless.
- 6.3 Transition and Implementation. If any existing interconnection arrangements between the Parties are not in compliance with the requirements of this Agreement, DISH Wireless will use commercially reasonable efforts to bring all such arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the Effective Date of this Agreement or within whatever other period is mutually agreed to by the Parties.

7. Prohibited Traffic

- 7.1 The Services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic

which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

- 7.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
 - 7.1.2 Traffic that unreasonably harms, frightens, or abuses; and
 - 7.1.3 Traffic that unreasonably interferes with the use of the Frontier's network.
- 7.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
- 7.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
 - 7.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
 - 7.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
 - 7.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
 - 7.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
 - 7.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
 - 7.2.7 Denial of Service attacks; and
 - 7.2.8 Artificial traffic stimulation, revenue pumping, and regulatory arbitrage.
- 7.3 If Frontier reasonably believes that DISH Wireless is transmitting any of the preceding types of traffic using any Service provided under this Agreement, Frontier may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, DISH Wireless that transmitted the relevant traffic to Frontier must indemnify Frontier against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by Frontier's gross negligence or willful misconduct.
- 7.4 DISH Wireless agrees that if it receives a request for information about traffic sent to Frontier which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator or from Frontier, DISH Wireless will promptly respond to the authorized traceback request in good faith. DISH Wireless agrees that its response shall indicate if it is in the call path as the originating provider of the calls (i.e., DISH Wireless received the calls from DISH Wireless's end user)

or (ii) an intermediate provider (i.e., DISH Wireless received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. DISH Wireless agrees to provide this information to the authorized traceback administrator without requiring a subpoena or other formal demand or request.

8. Other Types of Traffic

- 8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.
- 8.1.1 For the avoidance of doubt, VOIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011) as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into this Agreement. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the USF/ICC Transformation Order, interexchange VoIP traffic terminated to either Party is subject to access charges based on the appropriate access tariff, and local VoIP traffic terminated to either Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements
- 8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and InterMTA Traffic shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 8.3 For any traffic originating with a third-party carrier and delivered by DISH Wireless to Frontier, DISH Wireless shall pay Frontier the same amount that such third-party carrier would have been obligated to pay Frontier for termination of that traffic at the location the traffic is delivered to Frontier by DISH Wireless.
- 8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Frontier's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 4 of this Attachment for the transmission and routing of traffic between DISH Wireless Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where DISH Wireless elects to have its End Office Switch subtend a Frontier access Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture.

- 9.2.1 If DISH Wireless chooses to subtend a Frontier access Tandem, then DISH Wireless's NPA/NXX must be assigned by DISH Wireless to subtend the same Frontier access Tandem that a Frontier NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.
- 9.2.2 DISH Wireless shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Tandem transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from DISH Wireless's Customers.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office DISH Wireless utilizes to provide service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Frontier utilizes to provide Exchange Access in such LATA.
- 9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow DISH Wireless's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to a Frontier access Tandem.

10. Meet-Point Billing (MPB) Arrangements

- 10.1 DISH Wireless and Frontier will establish MPB arrangements in order to provide a common transport option to Switched Exchanged Access Services Customers via a Frontier access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Frontier's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service, where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Frontier.
- 10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable DISH Wireless Routing Point/Frontier Serving Interconnection Wire Center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at each of the Frontier access Tandems in the LATA, unless otherwise agreed to by the Parties.
- 10.4 DISH Wireless and Frontier will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4,

or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

- 10.5 In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.
- 10.6 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.
- 10.7 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each DISH Wireless Routing Point/Frontier Serving Wire Center combination, the MPB billing percentages for transport between the DISH Wireless Routing Point and the Frontier Serving Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.
- 10.8 Each Party shall provide the other Party with the billing name, billing address, Carrier Identification Code (CIC) of the IXC, and identification of the Frontier Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
- 10.9 Frontier shall provide DISH Wireless with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Frontier access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.
- 10.10 DISH Wireless shall provide Frontier with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.
- 10.11 DISH Wireless and Frontier shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number (OCN), as appropriate, for the MPB arrangement described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.
- 10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the date within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten (10) Business Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per Calendar Year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General

Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

- 10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, Claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
- 10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.
- 10.16 In the event DISH Wireless determines to offer Telephone Exchange Service and Exchange Access in a LATA in which Frontier operates an access Tandem Switch, Frontier shall permit and enable DISH Wireless to subtend the Frontier Tandem Switch(es) designated for the Frontier End Offices in the area where there are located DISH Wireless Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.
- 10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Frontier Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{array}{lcl} a / (a + b) & = & \text{DISH Wireless Billing Percentage} \\ \text{and} & & \\ b / (a + b) & = & \text{Frontier Billing Percentage} \end{array}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Frontier serving Wire Center and the actual point of interconnection for the MPB arrangement.

- 10.18 DISH Wireless shall inform Frontier of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of DISH Wireless's delivery of notice to Frontier, Frontier and DISH Wireless shall confirm the Routing Point/Frontier Serving Wire Center combination and billing percentages.

11. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) ("8YY") calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all DISH Wireless originating "untranslated" 8YY traffic will be routed over a separate Interconnection Trunk group.

- 11.1 When DISH Wireless delivers translated 8YY calls to Frontier for completion

11.1.1 to an IXC, DISH Wireless shall:

- 11.1.1.1 provide an appropriate EMI record to Frontier for processing and Meet Point Billing in accordance with Section 10 of this Attachment; and
 - 11.1.1.2 bill the IXC the DISH Wireless query charge associated with the call.
 - 11.1.2 to Frontier or another LEC that is a toll free service access code service provider in the LATA, DISH Wireless shall:
 - 11.1.2.1 provide an appropriate EMI record to the toll free service access code service provider; and
 - 11.1.2.2 bill to the toll free service access code service provider the DISH Wireless's Tariffed Feature Group D (FGD) Switched Exchange Access or Reciprocal Compensation rates, as applicable, and the DISH Wireless query charge; and
 - 11.1.2.3 Frontier shall bill applicable Tandem Transit Service charges and associated pass-through charges to DISH Wireless.
- 11.2 When Frontier performs the query and delivers translated 8YY calls, originated by Frontier's or another LEC's Customer
 - 11.2.1 to DISH Wireless in it's capacity as a toll free service access code service provider, Frontier shall:
 - 11.2.1.1 bill DISH Wireless the Frontier query charge associated with the call as specified in the Pricing Attachment; and
 - 11.2.1.2 provide an appropriate EMI record to DISH Wireless; and
 - 11.2.1.3 bill DISH Wireless Frontier's Tariffed FGD Switched Exchange Access or Reciprocal Compensation rates as applicable.
- 11.3 When DISH Wireless delivers untranslated 8YY calls to Frontier for completion
 - 11.3.1 to an IXC, Frontier shall:
 - 11.3.1.1 query the call and route the call to the appropriate IXC; and
 - 11.3.1.2 provide an appropriate EMI record to DISH Wireless to facilitate billing to the IXC; and
 - 11.3.1.3 bill the IXC the Frontier query charge associated with the call and any other applicable Frontier charges.
 - 11.3.2 to Frontier or another LEC that is a toll free service access code service provider in the LATA, Frontier shall:
 - 11.3.2.1 query the call and route to the appropriate LEC toll free service access code service provider; and
 - 11.3.2.2 provide an appropriate EMI record to DISH Wireless to facilitate billing to the LEC toll free service access code service provider; and

11.3.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Frontier charges.

11.4 Frontier will not direct untranslated toll free service access code call to DISH Wireless.

12. Tandem Transit Traffic

12.1 As used in this Section 12, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on DISH Wireless's network, and is transported through a Frontier Tandem to the Central Office of a CMRS, ILEC other than Frontier, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant Frontier Tandem to which DISH Wireless delivers such traffic. Neither the originating nor terminating Customer is a Customer of Frontier. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

12.2 Tandem Transit Traffic Service provides DISH Wireless with the transport of Tandem Transit Traffic as provided below.

12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. DISH Wireless shall deliver each Tandem Transit Traffic call to Frontier with CCS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability of CLASS Features and billing functions.

12.4 DISH Wireless shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CMRS, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Frontier's Tandem Office. If DISH Wireless does not enter into and provide notice to Frontier of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third-party carriers, then DISH Wireless will pay a monthly "Transit Service Billing Fee", as set forth in the Pricing Attachment, in addition to the Tandem Transit Traffic Service charges set forth in the Pricing Attachment.

12.5 DISH Wireless shall pay Frontier for Transit Service that DISH Wireless originates at the rate specified in the Pricing Attachment. Frontier reserves the right to assess to DISH Wireless any additional charges or costs the receiving CMRS, ILEC, CMRS carrier, or other LEC, imposes or levies on Frontier for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. Payment of any terminating charges (access or otherwise) is the responsibility of DISH Wireless.

12.6 Except as set forth in this Section 12.6, Frontier will not provide Tandem Transit Traffic Service for Tandem Transit Traffic volumes that exceed the CCS busy hour equivalent of 200,000 combined minutes of use to a particular CMRS, ITC, CMRS carrier or other LEC for any month (the "Threshold Level"). At such time that DISH Wireless's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from DISH Wireless Frontier shall continue to provide Tandem Transit Service to DISH Wireless (for the carrier in respect to which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all

Tandem Transit Traffic rates and charges as provided in Section 12.5 hereof, DISH Wireless shall pay Frontier (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in the Pricing Attachment, and (b) a monthly "Transit Service Billing Fee", as set forth in the Pricing Attachment. Upon DISH Wireless's receipt of Frontier's notice that the Threshold Level has been reached with respect to a specific carrier, DISH Wireless shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic agreement with such carrier for the purpose of seeking direct interconnection. If Frontier believes that DISH Wireless has not exercised good faith efforts promptly to obtain such agreement, Frontier may use the Dispute Resolution processes of this Agreement. If, at the end of the Transition Period Frontier does not terminate the Transit Traffic Service to DISH Wireless, DISH Wireless shall continue to pay Frontier (i) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in the Pricing Attachment, and (ii) a monthly "Transit Service Billing Fee", as set forth in the Pricing Attachment.

- 12.7 If or when a third-party carrier's Central Office subtends a DISH Wireless Central Office, then DISH Wireless shall offer to Frontier a service arrangement equivalent to or the same as Tandem Transit Service provided by Frontier to DISH Wireless as defined in this Section 12 such that Frontier may terminate calls to a Central Office of a CMRS, ILEC, CMRS carrier, or other LEC, that subtends a DISH Wireless Central Office ("Reciprocal Tandem Transit Service"). DISH Wireless shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 12.
- 12.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal Telephone Exchange Service traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Centers Areas and Rating Points

- 13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers Areas and Rating Points corresponding to such NXX codes.
- 13.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Except as expressly set forth herein, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, DISH Wireless shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Frontier within the LATA and Tandem serving area. DISH Wireless shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 13.4 DISH Wireless will also designate a Routing Point for each assigned NXX code. DISH Wireless shall designate one location for each Rate Center Area in which

the DISH Wireless has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, subsequent NXXs of DISH Wireless will be routed in the same manner as DISH Wireless's initial NXXs.

- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain DISH Wireless's choices regarding the size of the local calling area(s) that DISH Wireless may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Frontier's local calling areas.

14. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

14.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

- 14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Frontier's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection Services will be engineered using a design-blocking objective of B.01.
- 14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 14.1.3 disaster recovery provision escalations;
- 14.1.4 additional technically feasible Points of Interconnection on Frontier's network in a LATA as provided in Section 2 of this Attachment; and
- 14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14.2 Trunk Forecasting Requirements.

- 14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, DISH Wireless shall provide Frontier a two (2)-year traffic forecast that complies with the Frontier Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Frontier over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.
- 14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, DISH Wireless shall provide a new or revised traffic forecast that complies with the Frontier

Interconnection Trunking Forecast Guide when DISH Wireless develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) DISH Wireless plans to deploy a new switch; (ii) DISH Wireless plans to implement a new POI or network architecture; (iii) DISH Wireless plans to rearrange its network; (iv) DISH Wireless plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (v) DISH Wireless expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks and/or Interconnection Trunk groups.

14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement are not binding on DISH Wireless or Frontier.

15. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of New York a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with DISH Wireless reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

9-1-1 WIRELESS ATTACHMENT

1. 9-1-1/E9-1-1 Arrangements for CMRS Not Constituting Fixed Wireless Services

- 1.1 9-1-1/E9-1-1 arrangements provide access to the appropriate PSAP by dialing a 3-digit universal telephone number, "9-1-1." For areas where Frontier is the 9-1-1/E9-1-1 Service Provider, Frontier provides and maintains such equipment and software at the Frontier 9-1-1 Tandem/Selective Router(s) and, if Frontier manages the ALI Database, the ALI Database, as is necessary for 9-1-1/E9-1-1 Calls. For areas where DISH Wireless is the 9-1-1/E9-1-1 Service Provider, DISH Wireless provides and maintains such equipment and software at the DISH Wireless 9-1-1 Tandem/Selective Router(s) and, if DISH Wireless manages the ALI Database, the ALI Database, as is necessary for 9-1-1/E9-1-1 Calls.
- 1.2 The terms and conditions of this Section apply to the provision of 9-1-1/E9-1-1 Services by Frontier to DISH Wireless for CMRS services in the State and do not apply to Fixed Wireless Services or any other services. Notwithstanding any other provision of this Section or otherwise, these provisions shall apply only in those jurisdictions in which Frontier is the designated 9-1-1/E9-1-1 Service Provider at such time as DISH Wireless notifies Frontier that it has received notification from the Controlling 9-1-1 Authority to begin providing Phase II wireless services within the jurisdiction and only so long as Frontier remains the designated 9-1-1/E9-1-1 Service Provider therein.
- 1.3 Frontier shall have no obligation to provide 9-1-1/E9-1-1 Services pursuant to this 9-1-1 Wireless Attachment prior to its receipt of the notice referenced in Section 1.2 of this Attachment.
- 1.4 For areas where Frontier is the 9-1-1/E9-1-1 Service Provider, Frontier shall make the following information available to DISH Wireless to the extent permitted by Applicable Law.
 - 1.4.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Frontier 9-1-1 Tandem/Selective Router and associated geographic location served;
 - 1.4.2 a listing of appropriate Frontier contact telephone numbers and organizations that have responsibility for operations and support of Frontier's 9-1-1/E9-1-1 network and ALI Database systems; and
 - 1.4.3 where Frontier maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 9-1-1 Authority, upon request by DISH Wireless and as permitted by the Controlling 9-1-1 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

2. ALI Database

- 2.1 For areas where DISH Wireless is the 9-1-1/E9-1-1 Service Provider and DISH Wireless manages the ALI Database, Frontier and DISH Wireless shall establish mutually acceptable arrangements and procedures for inclusion of Frontier End User data in the ALI Database. For areas where Frontier is the 9-1-1/E9-1-1 Service Provider and Frontier manages the ALI Database, Frontier and DISH Wireless shall establish mutually acceptable arrangements and procedures for inclusion of DISH Wireless Customer data in the ALI Database.

3. Interconnection for Exchange of 9-1-1/E9-1-1 Calls between the Parties

- 3.1 DISH Wireless may, in accordance with Applicable Law, interconnect to the Frontier 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface point(s). Frontier will designate interface point(s), e.g., digital cross connect systems (DCS), where DISH Wireless may interconnect with Frontier for the transmission and routing of 9-1-1/E9-1-1 Calls to all subtending PSAPs that serve the areas in which DISH Wireless provides CMRS services.
- 3.2 In order to interconnect with Frontier for the transmission and routing of 9-1-1/E9-1-1 Calls, DISH Wireless shall:
 - 3.2.1 interconnect with each Frontier 9-1-1/E9-1-1 Tandem Office/Selective Router or Frontier interface point that serves the areas in which DISH Wireless is authorized to and will provide CMRS service;
 - 3.2.2 provide a minimum of two (2) one-way outgoing 9-1-1/E9-1-1 trunks over diversely routed facilities that are dedicated for originating 9-1-1/E9-1-1 Calls from each DISH Wireless switch to each designated Frontier 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface point(s) using SS7 signaling where available, as necessary;
 - 3.2.3 provide sufficient trunks and facilities to route 9-1-1/E9-1-1 Calls from DISH Wireless to the designated Frontier 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface point(s). DISH Wireless is responsible for requesting that trunks and facilities be routed diversely for 9-1-1/E9-1-1 interconnection;
 - 3.2.4 determine the proper quantity of trunks and facilities from its switch(es) to the designated Frontier 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface point(s);
 - 3.2.5 engineer its 9-1-1/E9-1-1 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 9-1-1 Authority;
 - 3.2.6 monitor its 9-1-1/E9-1-1 trunks and facilities for the purpose of determining originating network traffic volumes. If the DISH Wireless traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 9-1-1/E9-1-1 Call volumes, DISH Wireless shall order or otherwise provide adequate additional trunks and/or facilities;
 - 3.2.7 promptly test all 9-1-1/E9-1-1 trunks and facilities between the DISH Wireless network and the Frontier 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface point(s) to assure proper functioning of 9-1-1/E9-1-1 arrangements. DISH Wireless agrees that it will not transmit or route live 9-1-1/E9-1-1 Calls until successful testing is completed; and
- 3.3 isolate, coordinate and restore all 9-1-1/E9-1-1 network maintenance problems in its switch(es) or in its facilities or trunks interconnected with Frontier 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface points. DISH Wireless

will advise Frontier of the circuit identification when notifying Frontier of a failure or outage.

4. 9-1-1/E9-1-1 General

- 4.1 Frontier and DISH Wireless will work cooperatively to arrange meetings with the Controlling 9-1-1 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 9-1-1/E9-1-1 arrangements.
- 4.2 DISH Wireless will compensate Frontier for provision of its 9-1-1/E9-1-1 Services pursuant to the Pricing Attachment.
- 4.3 DISH Wireless and Frontier will comply with all Applicable Law (including 9-1-1 taxes and surcharges as defined by Applicable Law) pertaining to 9-1-1/E9-1-1 arrangements.
- 4.4 DISH Wireless is responsible to collect and remit any applicable surcharges from its end user in accordance with Applicable Law.
- 4.5 DISH Wireless will provide notice to Frontier of the Default PSAP designated by the Controlling 9-1-1 Authority for routing 9-1-1/E9-1-1 Calls in the event it is not feasible to route such 9-1-1/E9-1-1 Calls to the Designated PSAP.

5. Phase II Wireless Arrangements

- 5.1 The following services may be used by DISH Wireless, where available, in order to comply with the FCC's rules and regulations regarding Phase II wireless implementation.
- 5.2 Non-Call Path Associated Signaling (NCAS).
 - 5.2.1 Where DISH Wireless forwards a 9-1-1/E9-1-1 Call to the Frontier 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface point(s), DISH Wireless shall pass the pANI for that 9-1-1/E9-1-1 Call.
 - 5.2.2 Routing of 9-1-1/E9-1-1 Calls will be based on the pANI delivered with the 9-1-1/E9-1-1 Call, or at Frontier's discretion, the location coordinates obtained during call setup. Where feasible, Frontier will route the 9-1-1/E9-1-1 Call and pass its corresponding pANI to the Designated PSAP. If it is not feasible to route the 9-1-1/E9-1-1 Call to the Designated PSAP due to the PSAP trunks being busy or out of service, Frontier will route the call to a Default PSAP or busy tone, as directed by the Controlling 9-1-1 Authority. If it is not feasible to route the 9-1-1/E9-1-1 Call to the Designated PSAP due to a failure in delivery of the pANI, Frontier will route the call to a Default PSAP designated by the Controlling 9-1-1 Authority. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
 - 5.2.3 Upon receipt of a PSAP query to the ALI Database to obtain the Call Back Number and Phase II location information for a 9-1-1/E9-1-1 Call, provided by DISH Wireless, the ALI Database shall route the

query to the DISH Wireless-controlled or third-party database designated by DISH Wireless.

- 5.2.4 The ALI Database shall then automatically receive from the DISH Wireless-controlled or third-party database the Call Back Number and Phase II location information as provided by the CMRS associated with the 9-1-1/E9-1-1 Call.
- 5.2.5 The ALI Database shall then automatically transmit the data received from the DISH Wireless-controlled or third-party database to the PSAP.
- 5.2.6 DISH Wireless will terminate at least two data circuits from the DISH Wireless-controlled or third-party database to each ALI Database.
- 5.2.7 Frontier shall place the necessary CSU/DSU at each ALI Database to receive the data provided by DISH Wireless.
- 5.2.8 DISH Wireless shall provision its DISH Wireless-controlled or third-party databases such that the exchange of data between these DISH Wireless-controlled or third-party databases and the ALI Database shall use the PAM Protocol or other agreed upon interface.

6. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date, has not provided in the State of New York a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with DISH Wireless reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Frontier is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Frontier finishes developing such a Charge, Frontier shall notify DISH Wireless in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill DISH Wireless, and DISH Wireless shall pay to Frontier, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Frontier to DISH Wireless pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Frontier sends such notice to DISH Wireless and thereafter.
- 1.5 The **Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges.** The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. DISH Wireless Prices

Notwithstanding any other provision of this Agreement, the Charges that DISH Wireless bills Frontier for DISH Wireless's Services shall not exceed the Charges for Frontier's comparable Services, except to the extent that DISH Wireless's cost to provide such

DISH Wireless's Services to Frontier exceeds the Charges for Frontier's comparable Services and DISH Wireless has demonstrated such cost to Frontier, or, at Frontier's request, to the Commission or the FCC.

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE CMRS PRICING ATTACHMENT¹ (NY)

**CITIZENS TELECOMMUNICATIONS COMPANY OF NEW YORK, INC.
FRONTIER COMMUNICATIONS OF AUSABLE VALLEY, INC.
FRONTIER COMMUNICATIONS OF NEW YORK, INC.
FRONTIER COMMUNICATIONS OF SENECA-GORHAM, INC.
FRONTIER COMMUNICATIONS OF SYLVAN LAKE, INC.
FRONTIER TELEPHONE OF ROCHESTER, INC.
OGDEN TELEPHONE COMPANY
New York v2.2**

I. Rates and Charges for Transport and Termination of Traffic²

- A. Reciprocal Compensation and Local Traffic will be terminated by the Parties on a Bill and Keep basis.
- B. Transit Service—per MOU \$ 0.0033/mou where applicable
- C. DISH Wireless 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, DISH Wireless agrees to pay the applicable intrastate terminating access charges for such traffic.
- D. Entrance Facility and Transport for Interconnection Charges: **Per Intrastate Special Access Tariff**
- E. Exchange Access Service: **Per Frontier Interstate and/or Frontier Intrastate Access Tariff**
- F. InterMTA Factor 3%

Pursuant to the Two-Way Wireless Attachment, the Parties agree to allow for changes to the interMTA Factor two times per year if a traffic study conducted demonstrates that a different interMTA factor is appropriate. The Parties shall so amend the contract with the new factor to apply from the Effective Date of the amendment forward.

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Frontier does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Frontier is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Frontier to provide a service, facility, arrangement or the like that the Agreement does not require Frontier to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction.

Unless a citation is provided to a generally applicable Frontier tariff, all listed rates and services are available only to DISH Wireless when purchasing these services for use in the provision of Telephone Exchange Service and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Frontier rates and services for use by DISH Wireless in the carriage of Toll Traffic shall be subject to Frontier's tariffs for Exchange Access service. Adherence to these limitations is subject to a reasonable periodic audit by Frontier.

² All rates and charges specified herein are pertaining to the Interconnection Attachment.