

September 5, 2006

Ms. Cheryl Walker
Administrative Hearings
Oregon Public Utility Commission
550 Capitol Street, N. E., Suite 215
Salem, Oregon 97301-2551

Re: Agreement between Verizon Northwest Inc. and Airpeak Communications, LLC

Dear Ms. Walker:

Enclosed for filing are an original and two copies of an interconnection agreement between Verizon Northwest Inc. and Airpeak Communications, LLC.

Please call me at 503/645-7909, if you have any questions.

Sincerely,

Renee M. Willer
Regulatory Manager

Enclosures

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- | | |
|---|---|
| <ul style="list-style-type: none">• Does filing replace an existing agreement between the parties?• NO• YES, Docket ARB | <ul style="list-style-type: none">• If filing involves Qwest Communications, does it utilize the terms of an SGAT?• NO• YES, Revision |
|---|---|

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB

Other: Please explain.

AGREEMENT

by and between

AIRPEAK COMMUNICATIONS, LLC

and

VERIZON NORTHWEST INC.

FOR THE STATE OF

OREGON

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AGREEMENT

PREFACE

This Agreement (“Agreement”) shall be deemed effective as of August 2, 2006 (the “Effective Date”), between AIRPEAK Communications, LLC (“AIRPEAK”), a Limited Liability Company organized under the laws of the State of Nevada, with offices at 4690 Longley Lane, Suite 25, Reno, NV 89502 and Verizon Northwest Inc. (“Verizon”), a corporation organized under the laws of the State of Washington with offices at 1800 41st Street, Everett, WA 98201 (Verizon and AIRPEAK 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 intending to be legally bound, pursuant to Section 252 of the Act, Verizon and AIRPEAK hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; and (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. In addition, it is the Parties’ express intention that Orders shall be issued pursuant to and governed by the Agreement and that all the terms and conditions of such Orders shall be subject to all the terms and conditions of the Agreement.
- 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, 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), 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 postpetition claim or debt). In connection with the foregoing, Verizon 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 Verizon and AIRPEAK.

- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until August 1, 2008 (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 AIRPEAK or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either AIRPEAK or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either AIRPEAK or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between AIRPEAK and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either AIRPEAK or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither AIRPEAK nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

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

- Additional Services Attachment
- Two-Way Wireless Attachment
- Collocation Attachment
- Wireless - 911 Attachment
- Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Oregon, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. 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, 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, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to AIRPEAK hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and AIRPEAK shall reimburse Verizon for any payment previously made by Verizon to AIRPEAK that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to AIRPEAK of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

- 6.1 Upon request by Verizon, AIRPEAK shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.
- 6.2 Assurance of payment of charges may be requested by Verizon if AIRPEAK (a) prior to the Effective Date, has failed to timely pay a bill rendered to AIRPEAK by Verizon or its Affiliates, (b) on or after the Effective Date, fails to timely pay a bill rendered to AIRPEAK by Verizon or its Affiliates, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to AIRPEAK in connection with this Agreement. If AIRPEAK meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and AIRPEAK shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.
- 6.4 [Intentionally Left Blank].
- 6.5 [Intentionally Left Blank].
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to AIRPEAK in respect of any amounts to be paid by AIRPEAK hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.7 If Verizon draws on the letter of credit, upon request by Verizon, AIRPEAK shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as AIRPEAK has provided Verizon with such assurance of payment.
- 6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve AIRPEAK from compliance with the requirements of this Agreement

(including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party (“Auditing Party”) may audit the other Party’s (“Audited Party”) books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party’s bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party’s bills.
- 7.4 Audits shall be performed at the Auditing Party’s expense, provided that there shall be no charge for reasonable access to the Audited Party’s employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party’s bills.

8. Authorization

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

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

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.
- 9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. Confidentiality

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
- 10.1.2 Any forecasting information provided pursuant to this Agreement;
- 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance service, operator service, Caller

ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

- 10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- 10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.6.

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

- 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 10.4.4 is independently developed by the Receiving Party;
 - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

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

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts

to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by AIRPEAK

- 13.1 If AIRPEAK 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, AIRPEAK shall send written notice of such discontinuance to Verizon, the Commission, and each of AIRPEAK's Customers. AIRPEAK 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, AIRPEAK shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 Such notice must advise each AIRPEAK Customer that unless action is taken by the AIRPEAK Customer to switch to a different carrier prior to AIRPEAK's proposed discontinuance of service, the AIRPEAK Customer will be without the service provided by AIRPEAK to the AIRPEAK Customer.
- 13.3 Should a AIRPEAK Customer subsequently become a Verizon Customer, AIRPEAK shall provide Verizon with all information necessary for Verizon to establish service for the AIRPEAK Customer, including, but not limited to, the AIRPEAK Customer's billed name, listed name, service address, and billing address, and the services being provided to the AIRPEAK Customer.
- 13.4 Nothing in this Section 13 shall limit Verizon'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 dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute 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 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 14.2 If the Parties have been unable to resolve the dispute within 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.

15. Force Majeure

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

16. Forecasts

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

17. Fraud

AIRPEAK assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to AIRPEAK's account in cases of, fraud by AIRPEAK's Customers or other third parties.

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, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Oregon a Service offered under this Agreement, Verizon reserves the right to negotiate in good faith with AIRPEAK 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 used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

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

affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

21.1 AIRPEAK shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, AIRPEAK shall maintain the following insurance:

21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

- 21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
 - 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
 - 21.1.5 All risk property insurance on a full replacement cost basis for all of AIRPEAK's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of AIRPEAK.
- 21.3 AIRPEAK shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 AIRPEAK shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, AIRPEAK's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.
- 21.5 AIRPEAK shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.
- 21.6 Failure of AIRPEAK or AIRPEAK'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 AIRPEAK or AIRPEAK's contractors shall contain a clause stating: "Verizon Northwest Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual

property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

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

23. Joint Work Product

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

24. Law Enforcement

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

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

25. Liability

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

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

26. Network Management

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

Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

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

27. Non-Exclusive Remedies

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

28. Notice of Network Changes

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

29. Notices

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

29.1.1 shall be in writing;

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

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

To AIRPEAK:

James Boyer
Managing Member
4690 Longley Lane, Suite 25
Reno, NV 89502
Telephone Number: (775) 828-7000, Ext.: Not Provided
Facsimile Number: (775) 828-7144
Internet Address: jboyer@airpeak.com

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

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

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent 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 facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, 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 after the date set forth on the telecopy confirmation.

30. Ordering and Maintenance

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

31. Performance Standards

- 31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.
- 31.2 AIRPEAK shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for AIRPEAK Customers

- 32.1 AIRPEAK shall establish telephone numbers and mailing addresses at which AIRPEAK Customers may communicate with AIRPEAK and shall advise AIRPEAK Customers of these telephone numbers and mailing addresses.

- 32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from a AIRPEAK Customer, including, but not limited to, a AIRPEAK Customer request for repair or maintenance of a Verizon Service provided to AIRPEAK.

33. Predecessor Agreements

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
- 33.1.1 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 Oregon pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and
- 33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Oregon 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.
- 33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.
- 33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

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

35. References

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

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (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.

- 37.2 AIRPEAK acknowledges AIRPEAK has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. Subcontractors

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

39. Successors and Assigns

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

40. Survival

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

41. Taxes

- 41.1 In General. With respect to any purchase 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.

- 41.2 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.

- 41.3 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.
- 41.4 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.41.7. 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.
- 41.5 Liability for Uncollected Tax, Interest and Penalty.
- 41.5.1 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 41.1, 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.
- 41.5.2 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 41.2, 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.
- 41.5.3 If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, 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.
- 41.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (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.

- 41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 41.6 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.
- 41.7 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 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Tax Administration
Verizon Communications
Verizon Center
One Verizon Way
Basking Ridge, NJ 07920

To AIRPEAK:

James Boyer
4690 Longley Lane, Suite 25
Reno, Nevada 89502

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.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate AIRPEAK's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise.

AIRPEAK shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Oregon. Verizon shall be obligated to provide Services under this Agreement only within this territory.

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

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. [This Section Intentionally Left Blank]

46. 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 AIRPEAK of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, AIRPEAK shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

47. Use of Service

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

48. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** WARRANTIES AGAINST INFRINGEMENT, AND

WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

50. Withdrawal of Services

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

SIGNATURE PAGE

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

AIRPEAK COMMUNICATIONS, LLC

VERIZON NORTHWEST INC.

By: _____

By: _____

Printed: James Boyer

Printed: Gary Librizzi

Title: Managing Member

Title: Director - Negotiations

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.2 through 1.4 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 Act.
The Communications Act of 1934 (47 U.S.C. §151, et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).
- 2.2 Affiliate.
Shall have the meaning set forth in the Act.
- 2.3 Agent.
An agent or servant.
- 2.4 Agreement.
This Agreement, as defined in Section 1 of the General Terms and Conditions.
- 2.5 ALI (Automatic Location Identification) Database.
The emergency services (E911) database containing caller location information, including the carrier name, NENA ID, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.

- 2.6 Ancillary Traffic.
- All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and Voice Information Services Traffic as described in Section 5 of the Additional Services Attachment.
- 2.7 Applicable Law.
- All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.
- 2.8 ASR (Access Service Request).
- An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.
- 2.9 Business Day.
- Monday through Friday, except for holidays observed by Verizon.
- 2.10 Calendar Quarter.
- January through March, April through June, July through September, or October through December.
- 2.11 Calendar Year.
- January through December.
- 2.12 Call Back Number.
- The Mobile Directory Number (MDN) or other number that can be used by the PSAP to call back the AIRPEAK Wireless End User.
- 2.13 CAS.
- Call Path Associated Signaling.
- 2.14 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.
- 2.15 Cell Sector.
- A geographic area defined by AIRPEAK (according to AIRPEAK's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.16 Cell Site.
- The AIRPEAK's fixed radio transmitting and receiving facilities for carrying wireless traffic from/to the AIRPEAK Wireless End User.

2.17 Cell Site/Sector Information.

Information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by the AIRPEAK Wireless End User, and which may also include additional information regarding a Cell Sector.

2.18 Central Office.

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

2.19 Central Office Switch.

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

2.20 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).

2.21 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of Oregon.

2.22 CLLI Codes.

Common Language Location Identifier Codes.

2.23 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. AIRPEAK is or shortly will become a CMRS provider.

2.24 Commission.

Oregon Public Utility Commission

2.25 Controlling 911 Authority.

The duly authorized State, County or Local Government Agency empowered by law to oversee the 911 services, operations and systems within a defined jurisdiction.

2.26 CPN (Calling Party Number).

- A CCS parameter that identifies the calling party's telephone number.
- 2.27 CPNI (Customer Proprietary Network Information).
Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.
- 2.28 Customer.
A third party residence or business end-user subscriber to services provided by either of the Parties.
- 2.29 Default PSAP.
The PSAP designated to receive a 911 Call in the event the 911 Tandem Office/Selective Router is unable to determine the Designated PSAP.
- 2.30 Designated PSAP.
The primary PSAP designated by the Controlling 911 Authority to receive a 911 Call based upon the geographic location of the Cell Site.
- 2.31 Digital Signal Level.
One of several transmission rates in the time-division multiplex hierarchy.
- 2.32 DS1(Digital Signal Level 1).
The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.33 DS3 (Digital Signal Level 3).
The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 2.34 EMI (Exchange Message Interface).
Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.
- 2.35 End Office Switch or End Office.
A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.
- 2.36 ESRD (Emergency Service Routing Digits).
A 10-digit North American Numbering plan that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency call through the network.
- 2.37 Exchange Access.
Shall have the meaning set forth in the Act.

- 2.38 [Intentionally Left Blank].
- 2.39 FCC.
The Federal Communications Commission.
- 2.40 FCC Internet Order.
Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).
- 2.41 FCC Regulations.
The unstayed, effective regulations promulgated by the FCC, as amended from time to time.
- 2.42 Host ALI Record.
A data record resident in the primary i.e., host, ALI system for a PSAP.
- 2.43 ILEC (Incumbent Local Exchange Carrier).
Shall have the meaning stated in the Act.
- 2.44 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.
- 2.45 Internet Traffic.
Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 2.46 InterLATA Service.
Shall have the meaning set forth in the Act.
- 2.47 IntraLATA.
Telecommunications that originate and terminate within the same LATA.
- 2.48 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, AIRPEAK will use the Cell Site to which the AIRPEAK Customer placing or receiving the call is connected at the beginning of the call.

- 2.49 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, AIRPEAK will use the Cell Site to which the AIRPEAK Customer placing or receiving the call is connected at the beginning of the call.
- 2.50 IXC (Interexchange Carrier).
- A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.51 LATA (Local Access and Transport Area).
- Shall have the meaning set forth in the Act.
- 2.52 LEC (Local Exchange Carrier).
- Shall have the meaning set forth in the Act.
- 2.53 LERG (Local Exchange Routing Guide).
- A Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 2.54 LIDB (Line Information Data Base).
- Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).
- 2.55 Measured Internet Traffic.
- Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in an MTA, 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 MTA. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) 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 Two-Way Wireless Attachment) does not constitute Measured Internet Traffic.
- 2.56 MECAB (Multiple Exchange Carrier Access Billing).
- 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 the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.
- 2.57 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STIS-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.58 [Intentionally Left Blank].

2.59 MTA (Major Trading Area).

Major Trading Area as defined by the FCC Regulations, Part 24.202(a).

2.60 NANP (North American Numbering Plan).

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

2.61 NCAS.

Non-Call Path Associated Signaling.

2.62 911 Call(s).

A call made by AIRPEAK Wireless End User by dialing the three digit telephone number "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

2.63 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. 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.

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

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

2.65 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).

2.66 Originating Switched Access Detail Usage Data.

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

2.67 PAM Protocol.

The bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.

2.68 POI (Point of Interconnection).

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 Verizon'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 Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center or Verizon End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a AIRPEAK Wire Center, AIRPEAK switch or any portion of a transport facility provided by Verizon to AIRPEAK or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of AIRPEAK or another party.

2.69 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.

2.70 Providing Party.

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

2.71 PSAP.

Public Safety Answering Points.

2.72 Purchasing Party.

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

2.73 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.

2.74 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."

2.75 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Two-Way Wireless Attachment).

2.76 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 Section 5 of the Additional Services Attachment); or, (6) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Two-Way Wireless Attachment).

2.77 Routing Number.

The number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database for a Host ALI Record with a matching Routing Number.

2.78 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.

2.79 Service.

Any Interconnection arrangement, Telecommunications Service, Collocation

arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.

2.80 Service Provider.

An entity authorized to provide E911 network and database services within a particular jurisdiction.

2.81 SS7 (Signaling System 7).

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

2.82 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.

2.83 Tandem Switch.

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

2.84 Tariff.

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

2.84.2 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 Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.85 Telcordia Technologies.

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

2.86 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.87 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.88 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.89 Terminating Switched Access Detail Usage Data.

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

2.90 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.

2.91 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.

2.92 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. ($\frac{\text{Interstate InterMTA Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)}}{\text{Interstate InterMTA Traffic Total Minutes of Use} + \text{Intrastate InterMTA Traffic Total Minutes of Use}} \times 100$). 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."

2.93 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."

2.94 Wire Center.

A building or portion thereof which serves as the premises for one or more

Central Offices Switches and related facilities.

ADDITIONAL SERVICES ATTACHMENT

1. [This Section Intentionally Left Blank]

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

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

3. Directory Assistance (DA) and Operator Services (OS)

3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access. In the case of such a request, AIRPEAK shall contact its Verizon Account Manager for purpose of obtaining a draft of such an arrangement.

3.2 AIRPEAK shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

4. [This Section Intentionally Left Blank]

5. Voice Information Service Traffic

5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Two-Way Wireless Attachment.

5.2 AIRPEAK shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event AIRPEAK exercises such option, AIRPEAK will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow AIRPEAK to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless AIRPEAK has entered into a written agreement with Verizon under which AIRPEAK will collect from AIRPEAK's Customer and remit to Verizon the Voice Information Service provider's charges, AIRPEAK shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to AIRPEAK. AIRPEAK shall pay Verizon such charges in full regardless of whether or not AIRPEAK collects such charges from its Customer.

6. [This Section Intentionally Left Blank]

7. **[This Section Intentionally Left Blank]**

8. **[This Section Intentionally Left Blank]**

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

9.1 Verizon shall afford AIRPEAK non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

9.2 AIRPEAK shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by AIRPEAK. Such access shall be provided pursuant to AIRPEAK's applicable Tariffs, or, in the absence of an applicable AIRPEAK Tariff, AIRPEAK's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by AIRPEAK for such access shall be no less favorable than the terms, conditions and prices offered to AIRPEAK by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

10. **[This Section Intentionally Left Blank]**

11. **[This Section Intentionally Left Blank]**

12. **Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Oregon a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with AIRPEAK 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.

TWO-WAY WIRELESS ATTACHMENT

1. General

Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center or Verizon End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a AIRPEAK Wire Center, AIRPEAK switch or any portion of a transport facility provided by Verizon to AIRPEAK or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of AIRPEAK or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.

2. Points of Interconnection and Trunk Types

2.1 Points of Interconnection.

Each Party, at its own expense, shall provide transport facilities to the technical feasible Points(s) of Interconnection on Verizon's network in a LATA selected by AIRPEAK.

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 8 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 8 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 AIRPEAK Customers and purchasers of Switched Exchange Access Service via a Verizon Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 9 through 11 of this Attachment.
- 2.2.1.4 Auxiliary Connections to a Verizon End Office used on a one-way basis by AIRPEAK for access to services provided by Verizon pursuant to a Verizon 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 AIRPEAK. SS7 signaling may not be available with a Verizon Auxiliary Connection.
 - 2.2.1.4.1 Where feasible, Verizon and AIRPEAK 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 In accordance with the terms of this Agreement, the Parties will deploy One Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Interconnection Trunks (trunks with traffic going in both directions).
- 2.2.4 AIRPEAK shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which AIRPEAK originates calls for Verizon to terminate.
- 2.2.5 In the event the traffic volume between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centium 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: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of

Interconnection on Verizon's network; or, (b) if Two-Way Interconnection Trunks are used, then AIRPEAK shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.

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

2.3 One Way Interconnection Trunks.

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

2.3.1.1 provide its own facilities for the delivery of traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon.

2.3.1.3 For each Tandem One -Way Interconnection Trunk group for delivery of traffic from AIRPEAK to Verizon with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, AIRPEAK will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%). In the event AIRPEAK fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may bill (and to AIRPEAK shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.

2.3.2 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to AIRPEAK, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

2.4 Two-Way Interconnection Trunks.

- 2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and AIRPEAK, AIRPEAK, at its own expense, shall:
- 2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or
 - 2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon.
- 2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and AIRPEAK, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.
- 2.4.3 Prior to establishing any Two-Way Interconnection Trunks, AIRPEAK shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centium Call Second (Hundred Call Second) 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 Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. 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.
- 2.4.4 On a semi-annual basis, AIRPEAK shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that AIRPEAK anticipates that Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between AIRPEAK and Verizon. AIRPEAK's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.7 With respect to End-Office Two-Way Interconnection Trunks, both Parties shall use an economic Centium Call Second (Hundred Call Second) equal to five (5).
- 2.4.8 Two-Way Interconnection Trunk groups that connect to a Verizon 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 Verizon local Tandem shall be engineered using a design-blocking objective of Neal Wilkinson B.01 during the average time consistent busy hour. Verizon and AIRPEAK 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).

- 2.4.9 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.
- 2.4.10 AIRPEAK 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. AIRPEAK shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. AIRPEAK shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.
- 2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design-blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and AIRPEAK has not notified Verizon that it has corrected such blocking, Verizon may submit to AIRPEAK a Trunk Group Service Request directing AIRPEAK to remedy the blocking. Upon receipt of a Trunk Group Service Request, AIRPEAK 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 Verizon within five (5) Business Days.
- 2.4.12 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. AIRPEAK 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, AIRPEAK 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 AIRPEAK fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may bill AIRPEAK for the excess Interconnection Trunks at the applicable Verizon rates.

- 2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and AIRPEAK's network, Verizon'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.
- 2.4.14 AIRPEAK will route its traffic to Verizon 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 AIRPEAK to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between AIRPEAK and the Verizon End Office.

3. Alternative Interconnection Arrangements

- 3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Fiber Meet arrangement.
- 3.2 The establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Fiber Meet arrangement.
- 3.3 Except as otherwise agreed by the Parties, Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic and InterMTA Traffic.

4. Initiating Interconnection

- 4.1 If AIRPEAK determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services, and in which the Parties are not already interconnected pursuant to this Agreement, AIRPEAK shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA, in accordance with this Agreement; (c) AIRPEAK's intended Interconnection activation date; and (d) a forecast of AIRPEAK's trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.; and (f) such other information as Verizon shall reasonably request in order to facilitate Interconnection.
- 4.3 The Interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of the AIRPEAK's notice provided for in Section 4.1 of this Attachment, Verizon and AIRPEAK shall confirm the technically feasible Point of Interconnection on Verizon's network in

the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

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

5.2 Trunk Group Connections and Ordering.

5.2.1 For both One-Way and Two-Way Interconnection Trunks, if AIRPEAK 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.

5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if AIRPEAK orders the multiplexed DS3 facilities to a Verizon 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.

5.2.3 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally 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.

5.3 Switching System Hierarchy and Trunking Requirements.

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

5.4 Signaling.

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.

5.5 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.

6. Trunking Measurement and Billing Over Interconnection Trunks

6.1 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.

6.1.1 As used in this Section 6, "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 Order.

6.1.2 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.

6.1.3 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

6.2 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 to classify 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 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the 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 FCC Internet Order for rebutting such presumption before the Commission).

- 6.3 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.
- 6.4 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.
- 6.5 If and, to the extent that, a AIRPEAK Customer receives V/FX Traffic, AIRPEAK shall promptly provide notice thereof to Verizon (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 Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such AIRPEAK Customers.

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

7.1 Reciprocal Compensation

The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that Verizon shall charge (and AIRPEAK shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic AIRPEAK physically delivers to a POI at the Verizon Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (AIRPEAK shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic AIRPEAK delivers to Verizon; it also being understood and agreed that AIRPEAK shall charge (and Verizon shall pay AIRPEAK) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to AIRPEAK, unless Verizon is required under Applicable Law to pay the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties

interconnect, whether such traffic is delivered by Verizon for termination by AIRPEAK, or delivered by AIRPEAK for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, AIRPEAK shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other Collocation related Services that AIRPEAK obtains from Verizon. When such Reciprocal Compensation Traffic is delivered over the same Interconnection Trunks as InterMTA Traffic, any port, transport or other applicable access charges related to the delivery of InterMTA Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the InterMTA Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

- 7.2 Traffic Not Subject to Reciprocal Compensation.
 - 7.2.1 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.
 - 7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
 - 7.2.3 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.
 - 7.2.4 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
 - 7.2.5 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
 - 7.2.6 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
 - 7.2.7 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
 - 7.2.8 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 AIRPEAK 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, AIRPEAK shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and AIRPEAK shall pay Verizon's terminating access charges for all V/FX Traffic originated by a AIRPEAK Customer.
 - 7.2.9 Reciprocal Compensation shall not apply to traffic terminated over a Verizon Auxiliary Connection to a Verizon End Office. AIRPEAK will compensate Verizon at the applicable Verizon Tariff rates for the

service. AIRPEAK is solely responsible for the cost of the interconnection facility used for the Auxiliary Connection.

7.2.10 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by AIRPEAK to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to AIRPEAK.

7.3 Transition and Implementation. If any existing interconnection arrangements between the Parties are not in compliance with the requirements of this Agreement, AIRPEAK 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.

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 Order 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 Order and other applicable FCC orders and FCC Regulations.

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 AIRPEAK to Verizon, AIRPEAK shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by AIRPEAK.

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 Verizon'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 Verizon's network in a LATA in accordance with the FCC Internet Order.

9. Transmission and Routing of Exchange Access Traffic Pursuant to 251(c)(2)

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between AIRPEAK Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where

AIRPEAK elects to have its End Office Switch subtend a Verizon access Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture.

- 9.2.1 If AIRPEAK chooses to subtend a Verizon access Tandem then AIRPEAK's NPA/NXX must be assigned by AIRPEAK to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.
- 9.2.2 AIRPEAK 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 AIRPEAK's Customers.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office AIRPEAK utilizes to provide service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon 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 AIRPEAK's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to a Verizon access Tandem.

10. Meet-Point Billing Arrangements

- 10.1 AIRPEAK and Verizon will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchanged Access Services Customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon'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 Verizon.
- 10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable Routing Point/Verizon Serving Wire Center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.
- 10.4 AIRPEAK and Verizon 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 Meet Point Billing 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/Multiple Tariff" option, in order to bill an IXC for the portion of the MPB arrangement provided by that party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single 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 AIRPEAK Routing Point/Verizon Serving Wire Center combination, the MPB billing percentages for transport between the AIRPEAK Routing Point and the Verizon Serving Wire Center shall be calculated in accordance with the formula set forth in Section 10.18 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 Verizon Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
- 10.9 Verizon shall provide AIRPEAK with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon 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 AIRPEAK shall provide Verizon 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 All usage data to be provided pursuant to Sections 10.9 and 10.10 shall be sent to the following addresses:
- To AIRPEAK:
- Steve Sixberry
4690 Longley Lane, Suite 25
Reno, Nevada 89502
- For Verizon:
- Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock D
Temple Terrace, FL 33637
- Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions.
- 10.12 AIRPEAK and Verizon 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.

- 10.13 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.
- 10.14 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.
- 10.15 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.
- 10.16 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.
- 10.17 In the event AIRPEAK determines to offer Telephone Exchange Service and Exchange Access in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable AIRPEAK to subtend the Verizon Tandem Switch(es) designated for the Verizon End Offices in the area where there are located AIRPEAK Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.
- 10.18 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:
- $$\begin{aligned} a / (a + b) &= \text{AIRPEAK Billing Percentage} \\ \text{and} & \\ b / (a + b) &= \text{Verizon Billing Percentage} \end{aligned}$$
- 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 Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.
- 10.19 AIRPEAK shall inform Verizon 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 AIRPEAK's delivery of notice to Verizon, Verizon and AIRPEAK shall confirm the Routing Point/Verizon 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 AIRPEAK originating "untranslated" 8YY traffic will be routed over a separate One-Way Interconnection Trunk group.

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

- 11.3.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.
- 11.3.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon 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 AIRPEAK 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 Verizon charges.
- 11.4 Verizon will not direct untranslated toll free service access code call to AIRPEAK.

12. Tandem Transit Traffic

- 12.1 As used in this Section 12, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on AIRPEAK's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which AIRPEAK delivers such traffic. Neither the originating nor terminating Customer is a Customer of Verizon. 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 AIRPEAK 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. AIRPEAK shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability of CLASS Features and billing functions.
- 12.4 AIRPEAK shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office. If AIRPEAK does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then AIRPEAK 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 AIRPEAK shall pay Verizon for Transit Service that AIRPEAK originates at the rate specified in the Pricing Attachment. Verizon reserves the right to assess to AIRPEAK any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon 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 AIRPEAK.

- 12.6 Except as set forth in this Section 12.6, Verizon 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 CLEC, ITC, CMRS carrier or other LEC for any month (the "Threshold Level"). At such time that AIRPEAK's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from AIRPEAK Verizon shall continue to provide Tandem Transit Service to AIRPEAK (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, AIRPEAK shall pay Verizon (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 AIRPEAK's receipt of Verizon's notice that the Threshold Level has been reached with respect to a specific carrier, AIRPEAK 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 Verizon believes that AIRPEAK has not exercised good faith efforts promptly to obtain such agreement, Verizon may use the Dispute Resolution processes of this Agreement. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AIRPEAK, AIRPEAK shall continue to pay Verizon (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 AIRPEAK Central Office, then AIRPEAK shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to AIRPEAK as defined in this Section 12 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a AIRPEAK Central Office ("Reciprocal Tandem Transit Service"). AIRPEAK 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, AIRPEAK shall

adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. AIRPEAK 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 AIRPEAK will also designate a Routing Point for each assigned NXX code. AIRPEAK shall designate one location for each Rate Center Area in which the AIRPEAK 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 AIRPEAK will be routed in the same manner as AIRPEAK'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 AIRPEAK's choices regarding the size of the local calling area(s) that AIRPEAK may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon'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 Verizon'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 Verizon'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, AIRPEAK shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon

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 Verizon 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, AIRPEAK shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when AIRPEAK 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) AIRPEAK plans to deploy a new switch; (ii) AIRPEAK plans to implement a new POI or network architecture; (iii) AIRPEAK plans to rearrange its network; (iv) AIRPEAK plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (v) AIRPEAK plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (vi) AIRPEAK 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 AIRPEAK or Verizon.

15. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Oregon a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with AIRPEAK 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.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to AIRPEAK, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating AIRPEAK's interconnection with facilities or services of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to AIRPEAK only to the extent required by Applicable Law and may decline to provide Collocation to AIRPEAK to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Collocation Attachment, nothing in this Collocation Attachment shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by AIRPEAK to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

Verizon shall provide Collocation according to the following terms and conditions in the State of Oregon on an interim basis only until such time as Verizon has a Collocation Tariff that has been filed with the Commission and become effective. At such time as Verizon has a Collocation Tariff that has been filed with the Commission and become effective, the following terms and conditions shall cease to be effective, and, subject to the first paragraph of this Section 1 (which first paragraph is set out above preceding this paragraph), Verizon shall provide Collocation to AIRPEAK in accordance with the rates, terms and conditions set forth in Verizon's Collocation Tariff.

Section 1 of this Collocation Attachment ("Attachment"), in conjunction with the rest of this Agreement, set forth the terms and conditions under which Verizon shall provide Collocation services to AIRPEAK. Collocation provides for access to Verizon's "premises", for the purpose of interconnection. For the purposes of this Attachment, "premises" is defined to include Verizon's central offices, serving Wire Centers, and all other buildings or similar structures owned, leased, or otherwise controlled by Verizon that house Verizon's network facilities. Collocation at Verizon's Wire Centers and access tandems shall be accomplished through caged, cageless, virtual or microwave service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, Verizon shall provide adjacent Collocation or other methods of Collocation, subject to space availability and technical feasibility. In accordance with, but only to the extent required by Applicable Law, Verizon shall also offer rates, terms and conditions for Collocation services that are not expressly addressed in this Attachment or Verizon Tariffs on an individual case basis.

1.1 Types of Collocation.

- 1.1.1 Single Caged. A single caged arrangement is a form of caged Collocation, which allows a single CLEC to lease caged floor space to house its equipment within Verizon premises.

- 1.1.2 Shared Caged. A shared caged arrangement is a newly constructed caged Collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Verizon premise. When two or more CLECs request establishment and jointly apply for a new caged Collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged Collocation arrangement and if so, upon what terms and conditions. The HC and GC(s) must each be interconnected to Verizon for the exchange of traffic with Verizon. Verizon will not issue separate billing for any of the rate elements associated with the shared caged Collocation arrangement between the HC and the GC(s), but Verizon will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all Collocation applicable services ordered by the HC and GC(s). The HC and GC(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged Collocation as described in this Attachment will apply to shared caged Collocation requirements.
- 1.1.3 Subleased Caged. Vacant space available in a CLEC's caged Collocation arrangement may be made available to a third party(s) for the purpose of interconnection in Verizon premises via the subleasing Collocation arrangement. The CLEC subleases the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC and third party(s) must each be interconnected to Verizon for the exchange of traffic with Verizon. The CLEC is solely responsible for determining whether to sublease a shared caged Collocation arrangement and if so, upon what terms and conditions. Verizon will not issue separate billing for any of the rate elements associated with the subleased caged Collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all Collocation applicable services ordered by the CLEC and the third party(s). The CLEC and third party(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged Collocation as described in this Attachment will apply to subleased caged Collocation requirements.
- 1.1.4 Cageless. Cageless Collocation is a form of Collocation in which CLECs can place their equipment in Verizon premises. A cageless Collocation arrangement allows a CLEC, using Verizon approved vendors, to install equipment in single bay increments in an area designated by Verizon. The equipment location will be designated by Verizon and will vary based on individual Verizon premise configurations. CLEC equipment will not share the same equipment bays with Verizon equipment.

1.1.5 Adjacent. An adjacent Collocation arrangement permits a CLEC to construct or procure a structure on Verizon property for Collocation for the purposes of interconnection in accordance with the terms and conditions of this Agreement. Adjacent Collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in Verizon's premise for caged and cageless Collocation; and (2) it is technically feasible to construct or procure a hut or similar structure on Verizon property that adheres to local building code, zoning requirements, and Verizon building standards. AIRPEAK is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. AIRPEAK may not take any action in establishing an adjacent structure that will force Verizon to violate any zoning requirements or any federal, state, or local regulations, ordinances, or laws.

Any construction by AIRPEAK on Verizon property must comply with Verizon's technical specifications as they relate to environmental safety and grounding requirements. Verizon will make available power and physical Collocation services to AIRPEAK in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).

1.1.6 Virtual. Under virtual Collocation, Verizon installs and maintains AIRPEAK provided equipment which is dedicated to the exclusive use of the AIRPEAK in a Collocation arrangement. Additional details on virtual Collocation are set forth in Section 1.9.

1.1.7 Microwave. Physical Collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such Collocation is not practical for technical reasons or because of space limitations. Microwave Collocation provides for the interconnection of AIRPEAK or Verizon provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Verizon premises. Additional details on microwave Collocation are set forth in Section 1.10.

1.2 Ordering.

1.2.1 Application.

1.2.1.1 Point of Contact. AIRPEAK must request Collocation arrangements through Verizon's designated point of contact. Completed applications for Collocation must be sent directly to Verizon's Collocation Project Manager at the following address: Collocation Project Manager, Verizon, 125 High Street, Room 1134, Boston, MA 02110; Facsimile: (617) 342-8515; E-Mail at: collocation.applications@verizon.com. Additional information and requirements regarding Collocation may be obtained from Verizon's public website at www.verizon.com.

1.2.1.2 Application Form/Fee. AIRPEAK requesting Collocation at a Verizon premise will be required to complete the application form and submit the non-refundable engineering

fee set forth in the Pricing Attachment, described in Section 1.5.1, for each Verizon premise at which Collocation is requested. The application form will require AIRPEAK to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. AIRPEAK will provide Verizon with specifications for any non-standard or special requirements at the time of application. Verizon reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements. Any such charges shall be noticed to AIRPEAK.

Verizon will process Collocation requests from CLECs on a first-come, first-serve basis pursuant to Verizon's receipt of a completed application form and the non-refundable engineering fee.

1.2.2 Space Availability. Subject to forecasting requirements, Verizon will inform AIRPEAK whether space is available to accommodate AIRPEAK's request within eight (8) Business Days after receipt of a completed application. Verizon's response will be one of the following:

1.2.2.1 There is space and Verizon will proceed with the arrangement.

1.2.2.2 There is no space. Verizon will proceed as described in Section 1.4.1.

1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify AIRPEAK within twenty (20) Business Days. At the end of this period, Verizon will proceed as described in 1.2.2.1 or 1.2.2.2 above.

1.2.3 Collocation Schedule. If space is available, Verizon will provide to AIRPEAK a Collocation schedule describing Verizon's ability to meet the physical Collocation request within eight (8) Business Days after receipt of a completed application. AIRPEAK shall have nine (9) Business Days from receipt of a Verizon provided Collocation schedule to pay 50% of the NRCs associated with the ordered Collocation services.

If the application is deficient, Verizon will specify in writing, within eight (8) Business Days, the information that must be provided by AIRPEAK in order to complete the application. If AIRPEAK resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them, AIRPEAK shall retain its position within the Collocation application queue.

1.2.4 [Intentionally Left Blank].

1.2.5 Augmentation. Any request for an addition, partial reduction, or a change to an existing Collocation arrangement that has been inspected and turned over to AIRPEAK shall be considered an augmentation request. An augmentation request will require the submission of a complete application form and a non-refundable

engineering or minor augment fee. A minor augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

1.2.5.1 Major augments of Collocation arrangements are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the floor space over what AIRPEAK requested in its original application. A complete application and engineering fee will be required when submitting a request that requires a major augment.

1.2.5.2 Minor augments of Collocation arrangements will require the submission of a complete application form and the minor augment fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, (c) do not increase floor space, and (d) do not add transmission cables, over what AIRPEAK requested in its original application. The requirements of a minor augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for additional DS0, DS1, and DS3 facility terminations are included as minor augments, providing no additional transmission cables are required.

Minor augments that require an augment fee are those requests that require Verizon to perform a service or function on behalf of AIRPEAK including but not limited to: installation of virtual equipment cards or software upgrades, removal of virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Minor augments that do not require a fee are those augments performed solely by AIRPEAK, that do not require Verizon to provide a service or function on behalf of AIRPEAK, including but not limited to, requests to install additional equipment in AIRPEAK Collocation space. Prior to the installation of the additional equipment, AIRPEAK agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in AIRPEAK's Collocation arrangement. Once the equipment list is submitted to Verizon, AIRPEAK may proceed with the augment. AIRPEAK agrees that changes in equipment provided by AIRPEAK under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Verizon inspection, in accordance with term of this contract for the purpose of ensuring compliance with Verizon safety standards.

1.2.6 Expansion. Verizon will not be required to construct additional space to provide for AIRPEAK Collocation when available space has been exhausted. Where AIRPEAK seeks to expand its existing Collocation space, Verizon shall make contiguous space available to the extent

possible; provided, however, Verizon does not guarantee contiguous space to AIRPEAK to expand its existing Collocation space. AIRPEAK requests for expansion of existing space within a specific Verizon premise will require the submission of an application form and the appropriate major augment fee.

- 1.2.7 Relocation. AIRPEAK requests for relocation of the termination equipment from one location to a different location within the same Verizon premise will be handled on an ICB basis. AIRPEAK will be responsible for all costs associated with the relocation of its equipment.

1.3 Installation and Operation.

- 1.3.1 Joint Planning and Implementation Levels for Physical Collocation. Verizon and AIRPEAK shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (caged and cageless) Collocation arrangement implementation interval is seventy-six (76) Business Days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to the conditions set forth for forecasting and capacity. Major construction obstacles or special AIRPEAK requirements may extend the interval by fifteen (15) Business Days, resulting in a ninety-one (91)-Business Day interval.

- 1.3.1.1 The interval for Collocation augments which were properly forecast six months prior to the application date, subject to Section 1.3.1.4 as well as the conditions for forecasting and capacity, is forty-five (45) Business Days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

- 1.3.1.1.1 800 2 wire voice grade terminations, or
- 1.3.1.1.2 400 4 wire voice grade terminations, or
- 1.3.1.1.3 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where AIRPEAK is eligible for line sharing/line splitting, or
- 1.3.1.1.4 28 DS1 terminations, or
- 1.3.1.1.5 24 DS3 terminations, or
- 1.3.1.1.6 12 fiber terminations, or
- 1.3.1.1.7 Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
- 1.3.1.1.8 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
- 1.3.1.1.9 DC Power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations; or c) 12

fiber terminations. AIRPEAK must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above unless AIRPEAK can demonstrate to Verizon that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the forty-five (45) Business Day augment interval; or b) other good cause or causes that AIRPEAK cross connect capacity may be exceeded by the end of the forty-five (45) Business Day augment interval.

- 1.3.1.2 For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.
- 1.3.1.3 The following standard implementation milestones will apply, in Business Days, unless Verizon and AIRPEAK jointly decide otherwise:
 - 1.3.1.3.1 Day 1—AIRPEAK submits completed application and associated fee.
 - 1.3.1.3.2 Day 8—Verizon notifies AIRPEAK that request can be accommodated and advises of due date.
 - 1.3.1.3.3 Day 17—AIRPEAK notifies Verizon of its intent to proceed and submits 50% payment.
 - 1.3.1.3.4 Day 30—Material ships and is received at vendor warehouse; AIRPEAK provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where AIRPEAK is eligible for line sharing/line splitting).
 - 1.3.1.3.5 Day 45—Augment (as defined herein) completes.
 - 1.3.1.3.6 Day 76—Verizon and AIRPEAK attend Collocation acceptance meeting and Verizon turns over the Collocation arrangement to AIRPEAK. Day 76 also applies to completion of other augments not defined herein.
- 1.3.1.4 The forty-five (45) Business Day interval is subject to the following requirements:
 - 1.3.1.4.1 Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves, frame capacity for termination blocks, cable holes, fuse positions at existing Battery Distribution Fuse Boards (BDFBs).

- 1.3.1.4.2 The AIRPEAK must install sufficient equipment to support requested terminations/facilities.
- 1.3.1.4.3 In large central offices with complex cable runs (i.e., multiple floors), the Verizon may request to negotiate extensions to the forty-five (45) Business Day interval.
- 1.3.1.5 A preliminary schedule will be developed outlining major milestones. AIRPEAK and Verizon control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone AIRPEAK misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact AIRPEAK to attempt to negotiate a new interval. If Verizon and AIRPEAK cannot agree, the dispute will be submitted to the Commission for prompt resolution. Verizon and AIRPEAK shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. Verizon will permit AIRPEAK to schedule one escorted visit to AIRPEAK's Collocation space during construction. The applicable labor rates in the Pricing Attachment will be applied for the escorted visit. In the case of extended intervals resulting from within Verizon's control or resulting from vendor delays, and provided the necessary security is in place, Verizon will permit AIRPEAK access to the Collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and AIRPEAK's work does not impair or interfere with Verizon in completing Verizon's work. Prior to AIRPEAK beginning the installation of its equipment, AIRPEAK must sign a conditional acceptance of the Collocation arrangement. If AIRPEAK elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by AIRPEAK.
- 1.3.1.6 Intervals for non-standard arrangements, including adjacent Collocation, shall be mutually agreed upon by AIRPEAK and Verizon.
- 1.3.1.7 Verizon will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). Verizon will use its best efforts to minimize the additional time required to condition Collocation space, and will inform AIRPEAK of the time estimates as soon as possible.
- 1.3.2 Forecasting and Use of Data.
 - 1.3.2.1 Verizon will request forecasts from AIRPEAK on a semi-annual basis, with each forecast covering a two-year period. AIRPEAK will be required to update the near-term (6-month) forecasted application dates. Information requested

will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical (caged or cageless) Collocation, square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where AIRPEAK is eligible for line sharing/line splitting. For augments, AIRPEAK may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If Verizon has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with AIRPEAK to determine the required space to be conditioned. If Verizon commits to condition space based on forecasts and if AIRPEAK is assigned space, AIRPEAK will give Verizon a non-refundable deposit equal to the application fee. Verizon will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. Verizon will consider forecasts in staffing decisions. Verizon will enter into planning discussions with AIRPEAK to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

1.3.2.2 Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. Verizon will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond Verizon's capacity limits, Verizon will negotiate longer intervals as required (and within reason). In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows:

1.3.2.2.1 No forecast: Interval Start Date commences two (2) months after application receipt date.

1.3.2.2.2 Forecast received one (1) month or less prior to application receipt date: Interval Start Date commences two (2) months after application receipt date.

1.3.2.2.3 Forecast received greater than one (1) month and less than two (2) months prior to application receipt date: Interval Start Date commences one (1) month after application receipt date.

1.3.2.2.4 Forecast received two (2) months or more prior to application receipt date: Interval Start Date commences on the application receipt date.

Any such interval adjustments will be discussed with AIRPEAK at the time the application is received.

1.3.3 Collocation Capacity.

1.3.3.1 Verizon's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of

applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, Verizon will attempt to smooth the demand via negotiations with the forecasting CLECs. If Verizon and AIRPEAK fail to agree to smooth demand, Verizon will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

1.3.3.2 If Verizon augments its workforce based on AIRPEAK forecasts and if AIRPEAK refuses to smooth demand as described in Section 1.3.3.1, AIRPEAK will be held accountable for the accuracy of their forecasts.

1.3.4 Vendor Capacity. Verizon will continuously seek to improve vendor performance for all premises work, including Collocation. Since the vendors require notice in order to meet increases in demand, Verizon will share AIRPEAK actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

1.3.5 Responsibility for Vendor Delays. No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

1.3.6 Space Preparation.

1.3.6.1 Cage Construction. For caged Collocation, AIRPEAK may construct the cage with a standard enclosure if they are a Verizon approved contractor or AIRPEAK may subcontract this work to a Verizon approved contractor.

1.3.6.2 Site Selection/Power. Verizon shall designate the space within its premise where AIRPEAK shall collocate its equipment. Verizon will assign Collocation space to AIRPEAK in a just, reasonable, and nondiscriminatory manner. Verizon will allow AIRPEAK requesting caged or cageless Collocation to submit space preferences on the Application Form prior to assigning caged and cageless Collocation space to AIRPEAK. Verizon will assign caged and cageless space in accordance with the following standards: (1) AIRPEAK's Collocation costs cannot be materially increased by the assignment; (2) AIRPEAK's occupation and use of Verizon's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service AIRPEAK wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless Collocation, or

preclude unreasonably, caged and cageless Collocation within Verizon's premises.

Verizon may assign caged and cageless Collocation to space separate from space housing Verizon's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to Verizon's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless Collocation space assigned to an affiliate or subsidiary of Verizon is separated from space housing Verizon's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to AIRPEAK will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

Where applicable, Verizon shall provide, at the rates set forth in the Pricing Attachment described in Section 1.5.1, 48V DC power with generator and/or battery back-up, heat, air conditioning and other environmental support to AIRPEAK's equipment in the same standards and parameters required for Verizon equipment within that Verizon premise. AIRPEAK may install AC convenience outlets and overhead lighting if AIRPEAK is a Verizon approved contractor, or this work may be subcontracted to a Verizon approved contractor.

- 1.3.6.3 DC Power. Verizon will provide DC power to the Collocation arrangement as specified by AIRPEAK in its Collocation application. The AIRPEAK will specify the load on each feed and the size of the fuse to be placed on each feed. AIRPEAK must order a minimum of ten (10) load amps for each caged, cageless, and virtual Collocation arrangement. AIRPEAK may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if AIRPEAK orders a total of 40 load amps of DC power and an A and B feed, AIRPEAK could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit AIRPEAK to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, AIRPEAK could order that each feed be fused at 50 amps if AIRPEAK wants one feed to carry the entire load in the event the other feed fails. Accordingly, AIRPEAK will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

- 1.3.6.4 AIRPEAK is responsible for engineering the power consumption in its Collocation arrangements and therefore

must consider any special circumstances in determining the fused capacity of each feed. Verizon will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by AIRPEAK in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.

1.3.6.5 Verizon reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, Verizon may measure the DC power drawn at an arrangement by monitoring Verizon's power distribution point. In those instances where Verizon needs access to the Collocation arrangement to make these measurements, Verizon will schedule a joint meeting with AIRPEAK.

1.3.6.6 If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.

1.3.6.7 If the inspection reveals that the power being drawn exceeds the total number of load amps ordered but is within the applicable buffer zone, as defined in Section 1.3.6.7.2, that arrangement is subject to the following treatment:

1.3.6.7.1 Verizon will provide AIRPEAK with written notification, by certified US mail to the person designated by AIRPEAK to receive such notice, that more power is being drawn than was ordered. Within ten (10) Business Days of the date of receipt of notification, AIRPEAK must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Verizon will accept a certification signed by a representative of AIRPEAK that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) Business Days will result in an increase in the amount of power being billed to the audited load amount.

1.3.6.7.2 For a Collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same Collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same Collocation arrangement, and for any violation where the Collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.

- 1.3.6.8 If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 1.3.6.7.2, that arrangement is subject to the following treatment:
- 1.3.6.8.1 Verizon will notify the person designated by AIRPEAK to receive such notice via telephone or e-mail that Verizon will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. Verizon will not wait for AIRPEAK or require it to be present during the second inspection.
 - 1.3.6.8.2 Additional Labor charges, as set forth in the Pricing Attachment, apply for the cost associated with performing this inspection.
 - 1.3.6.8.3 AIRPEAK may perform its own inspection at AIRPEAK's cage. AIRPEAK is not required to wait for Verizon or require it to be present during AIRPEAK test. Upon request of AIRPEAK, Verizon will send a representative to accompany AIRPEAK to conduct a joint inspection at AIRPEAK cage at no charge to AIRPEAK. Nothing herein shall be construed to prohibit AIRPEAK from testing at its own cage. AIRPEAK will send the results of its own audit measurements to Verizon if they are taken in response to a notice of violation under this section and if AIRPEAK's measurements differ from Verizon's.
 - 1.3.6.8.4 If the second test also exceeds the applicable buffer zone, Verizon will provide AIRPEAK with written notification, within ten (10) Business Days, by certified U.S. mail to the person designated by AIRPEAK to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of Verizon technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.
 - 1.3.6.8.5 Verizon will maintain a file of results taken of any inspections for two (2) years and such file will be made available to AIRPEAK that was audited, upon request. Verizon will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information or is required

by Applicable Law to disclose such information to a court or commission. The foregoing does not preclude Verizon from making the notice described in Section 1.3.6.8.6.

- 1.3.6.8.6 If AIRPEAK disagrees with the results of the audit, AIRPEAK will first notify Verizon. Verizon and AIRPEAK will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes set forth in this Agreement. The dispute resolution process set forth in this Agreement can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) Business Days from receipt of the notification, in the case of violation within the buffer zone; or (2) after AIRPEAK has received notice of the second test, in the case of a violation over the buffer zone.
- 1.3.6.8.7 With the notification required by Section 1.3.6.8.4, Verizon will also notify AIRPEAK that it must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements in the state. AIRPEAK must submit this non-scheduled attestation within fifteen (15) Business Days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections Verizon performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 1.3.6.11.
- 1.3.6.9 If the inspection reveals that the power being drawn is greater than the applicable buffer zone set forth in Section 1.3.6.7.2, then AIRPEAK shall pay Verizon for additional power, as well as make separate and additional payments to a charitable organization agreed upon by the parties ("Charity") in accordance with the following:
 - 1.3.6.9.1 For the first such violation within the same consecutive twelve (12) month period, AIRPEAK will be billed the audited load amount for four (4) months. AIRPEAK will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. AIRPEAK must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.
 - 1.3.6.9.2 For the second such violation within the same consecutive twelve (12) month period, AIRPEAK will be billed the audited load amount for five (5)

months. AIRPEAK will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. AIRPEAK must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

- 1.3.6.9.3 For the third such violation within the same consecutive twelve (12) month period, AIRPEAK will be billed the audited load amount for six (6) months. AIRPEAK will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. AIRPEAK must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.
- 1.3.6.9.4 For more than three (3) violations within the same consecutive twelve (12) month period, Verizon will bill AIRPEAK at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received.
- 1.3.6.9.5 Verizon will notify AIRPEAK that it is being billed pursuant to this Section 1.3.6.9, designating the applicable number of months and also calculating the payment owed to the Charity, under the provisions set forth preceding.
- 1.3.6.9.6 At the conclusion of any dispute resolution proceeding, the above payments will be self-executing.
- 1.3.6.10 If AIRPEAK has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone set forth in Section 1.3.6.7.2, and the augment is late due to the fault of Verizon, the payments specified in Section 1.3.6.9 will not be imposed and the parties will not count such an instance for purposes of implementing Section 1.3.6.9.5.
- 1.3.6.11 Annually, AIRPEAK must submit a written statement signed by a responsible officer of AIRPEAK, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by Verizon no later than the last day of June, shall individually list all of AIRPEAK's completed Collocation arrangements provided by Verizon in the state. If AIRPEAK fails to submit this written statement by the last day in June, Verizon will notify AIRPEAK in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at

each Collocation arrangement to be increased to the total number of amps fused until such time as Verizon receives the required written statement by AIRPEAK.

- 1.3.6.12 Whenever Verizon is required to perform work on a Collocation arrangement as a result of AIRPEAK's order for a reduction in power requirements (e.g., change in fuse size), Verizon will assess a non-recurring charge for the additional labor. The non-recurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in the Pricing Attachment.
- 1.3.6.13 If AIRPEAK orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, Verizon will require an engineering/major augment Fee with an application, as set forth in the Pricing Attachment, subject to the terms and conditions described in Section 1.2.5. In addition, if AIRPEAK's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the engineering/major augment fee as set forth in the Pricing Attachment applies. Verizon will work cooperatively with AIRPEAK to configure the new power distribution cables and disconnect the old ones.

1.3.7 Equipment and Facilities.

- 1.3.7.1 Purchase of Equipment. AIRPEAK will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the Collocation area. Verizon is not responsible for the design, engineering, or performance of AIRPEAK's equipment and provided facilities for Collocation. Upon installation of all transmission and power cables for Collocation services, AIRPEAK relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to Verizon.
- 1.3.7.2 Permissible Equipment. Verizon shall permit the Collocation and use of any equipment necessary for interconnection in accordance with the following standard: Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude AIRPEAK from obtaining interconnection with Verizon at a level equal in quality to that which Verizon obtains within its own network or Verizon provides to any of its affiliates, subsidiaries, or other parties.

Multi-functional equipment shall be deemed necessary for interconnection if and only if the primary purpose and function of the equipment, as AIRPEAK seeks to deploy it, meets the standard set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services

AIRPEAK seeks to provide to its customers by means of the interconnection. The Collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on Verizon's property.

Whenever Verizon objects to Collocation of equipment by AIRPEAK for purposes within the scope of Section 251(c)(6) of the Act, Verizon shall prove to the state commission that the equipment is not necessary for interconnection under the standard set forth above.

AIRPEAK may place in its caged Collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet Verizon premise environmental standards.

- 1.3.7.3 Specifications. Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All AIRPEAK entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Verizon services or facilities. AIRPEAK designated and installed equipment located within Verizon premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of Verizon's Network Equipment Installation Standards (Verizon Information Publication IP 72201) and Verizon's Central Office Engineering Standards (Verizon Information Publication IP 72013). Where a difference in specification may exist, the more stringent shall apply. If there is a conflict between industry standards and Verizon's technical specifications, AIRPEAK and Verizon will make a good faith effort to resolve the difference. AIRPEAK designated facilities shall not physically, electronically or inductively interfere with the facilities of Verizon, other CLEC(s), tenant(s) or any other party. If such interference occurs, Verizon may take action as permitted under Section 1.8.

AIRPEAK equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its

own central office equipment as defined in Verizon's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. AIRPEAK equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in Verizon's RNSA-NEB-95-0003, Revision 10 or higher. In addition, AIRPEAK may install equipment that has been deployed by Verizon for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment. Verizon reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this Agreement. In such cases, Verizon will, at its discretion, furnish to AIRPEAK written material which will specify and explain the required construction.

- 1.3.7.4 Cable. AIRPEAK is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. AIRPEAK is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing AIRPEAK's fire retardant riser cable from the cable vault to the Collocation space. Verizon is responsible for installing AIRPEAK provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct. If AIRPEAK provides its own fiber optic facility, then AIRPEAK shall be responsible for bringing its fiber optic cable to the Verizon premise manhole. AIRPEAK must leave sufficient cable length for Verizon to be able to fully extend such cable through to AIRPEAK's Collocation space.
- 1.3.7.5 Manhole/Splicing Restrictions. Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. AIRPEAK will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon premise. Where AIRPEAK is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the Verizon premise to AIRPEAK's Collocation space. Verizon is responsible for installing a cable splice, if necessary, where AIRPEAK provided fiber optic cable meets Verizon standards within the Verizon premise cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 1.3.7.6 Access Points and Restrictions. Points of interconnection and demarcation between AIRPEAK's facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to AIRPEAK's network. Verizon shall have the right to require AIRPEAK to terminate Collocation facilities onto a Point of Termination

(POT) Bay. AIRPEAK must tag all entrance facilities to indicate ownership. AIRPEAK will not be allowed access to Verizon's DSX line-ups, MDF or any other Verizon facility termination points. Only Verizon employees, agents or contractors will be allowed access to the MDF, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

1.3.7.7 Staging Area. For caged and cageless Collocation arrangements, AIRPEAK shall have the right to use a designated staging area, a portion of the Verizon premise and loading areas, if available, on a temporary basis during AIRPEAK's equipment installation work in the Collocation space. AIRPEAK is responsible for protecting Verizon's equipment Verizon premise walls and flooring within the staging area and along the staging route. AIRPEAK will meet all Verizon fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to Verizon in an acceptable condition upon completion of the installation work. AIRPEAK may also utilize a staging trailer, which can be located on the exterior premises of Verizon premise. Verizon may assess AIRPEAK a market value lease rate for the area occupied by the trailer.

1.3.7.8 Testing. Upon installation of AIRPEAK's equipment, and with prior notice, Verizon and AIRPEAK will mutually agree to schedule a meeting prior to the turn-up phase of the equipment to ensure proper functionality between AIRPEAK's equipment and the connections to Verizon equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. It is solely the responsibility of AIRPEAK to provide their own monitor and test points, if required, for connection directly to its terminal equipment. If AIRPEAK cannot attend the scheduled turn-up phase meeting for any reason, AIRPEAK must provide Verizon with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If AIRPEAK fails to attend the scheduled meeting without the advanced written notification, Verizon reserves the right to charge AIRPEAK additional labor rates set forth in the Pricing Attachment for subsequent turn-up meetings with AIRPEAK which are required to complete the turn-up phase of the Collocation arrangement.

1.3.7.9 Interconnection Between Collocated Spaces. Dedicated Transit Service (DTS), which allows for interconnection between AIRPEAK and another CLEC, provides a dedicated electrical or optical path between Collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Verizon premises, using Verizon provided distribution facilities. DTS is available for DS0, DS1, DS3, and unlit fiber-optic cross connects. In addition, Verizon will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as

requested by AIRPEAK and agreed to by Verizon. Verizon will offer DTS to AIRPEAK as long as such access is technically feasible.

DTS is only available when both Collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Verizon premises, provided that the collocated equipment is used for interconnection with Verizon. Verizon shall provide such DTS connections from AIRPEAK's Collocation arrangement to another Collocation arrangement of AIRPEAK within the same Verizon premises, or to a Collocation arrangement of another CLEC in the same Verizon premises. DTS is provided at the same transmission level from AIRPEAK to another CLEC.

The DTS arrangement requires AIRPEAK to provide cable assignment information for itself as well as for the other CLEC. Verizon will not make cable assignments for DTS. AIRPEAK is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. When initiating a DTS request, AIRPEAK must submit an Access Service Request (ASR) and a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with AIRPEAK.

- 1.3.7.10 Optical Facility Terminations. If AIRPEAK requests access to Dedicated Transit Service, AIRPEAK may apply for a fiber optic patchcord connection(s) between Verizon's fiber distribution panel (FDP) and AIRPEAK's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to Dedicated Transit Service.
- 1.3.7.11 Non-Compliant Installations and Operations. If at any time Verizon reasonably determines that either AIRPEAK's Collocation equipment or it's engineering and installation do not meet the requirements outlined in this Attachment, AIRPEAK will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If AIRPEAK fails to correct any non-compliance with these standards within thirty (30) days' written notice to AIRPEAK, Verizon may have the equipment removed or the condition corrected at AIRPEAK expense. If, during the installation phase, Verizon reasonably determines that any AIRPEAK designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, Verizon has the right to immediately stop the work until the problem is corrected to Verizon's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of Verizon employees, interferes with the performance of Verizon's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of Verizon, Verizon may perform such

work and/or take such action that Verizon deems necessary without prior notice to AIRPEAK. The reasonable cost of said work and/or actions shall be borne by AIRPEAK. Verizon reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to AIRPEAK if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If AIRPEAK equipment poses an immediate safety threat, AIRPEAK shall remove the equipment immediately.

1.3.8 Access to Collocation Space. Verizon will permit AIRPEAK's employees, agents, and contractors approved by Verizon to have direct access to AIRPEAK's caged and cageless Collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to Verizon's restroom and parking facilities. AIRPEAK's employees, agents, or contractors must comply with the policies and practices of Verizon pertaining to fire, safety, and security. Verizon reserves the right, with twenty-four (24) hours prior notice to AIRPEAK, to access AIRPEAK's collocated partitioned space to perform periodic inspections to ensure compliance with Verizon installation, safety and security practices. Where AIRPEAK shares a common entrance to the Verizon premise with Verizon, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, Verizon reserves the right to permanently remove and/or deny access from Verizon premises, any AIRPEAK employee, agent, or contractor who violates Verizon's policies, work rules, or business conduct standards, or otherwise poses a security risk to Verizon.

1.3.9 Network Outage, Damage and Reporting. AIRPEAK shall be responsible for: (a) any damage or network outage occurring as a result of AIRPEAK owned or AIRPEAK designated termination equipment in Verizon premise; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible twenty-four (24) hours a day, seven (7) days a week; (d) notifying Verizon of significant outages which could impact or degrade Verizon's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to AIRPEAK service.

Verizon will make every effort to contact AIRPEAK in the event AIRPEAK equipment disrupts the network. If Verizon is unable to make contact with AIRPEAK, Verizon shall temporarily disconnect AIRPEAK's service, as provided in Section 1.3.11.

1.3.10 Security Requirements.

1.3.10.1 Security Measures. AIRPEAK agrees that its employees/vendors with access to Verizon premise shall at all times adhere to the rules of conduct established by Verizon for the Verizon premises and Verizon's personnel and vendors. Verizon reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Verizon's network or facilities or to comply with applicable laws and regulations. Verizon will provide

AIRPEAK with written notice of such changes. Where applicable, Verizon will provide information to AIRPEAK on the specific type of security training required so AIRPEAK's employees can complete such training.

AIRPEAK will maintain with Verizon a list of all AIRPEAK employees who are currently authorized by AIRPEAK to access its caged and cageless Collocation space and will include social security numbers of all such individuals. AIRPEAK will also maintain with Verizon a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless Collocation space. Only those individuals approved by Verizon will be allowed access to Verizon premises and caged and cageless Collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All AIRPEAK personnel must obtain and prominently display a valid non-employee Verizon identification card. Former employees of Verizon will be given access to Verizon premises by AIRPEAK in accordance with the Verizon's normal security procedures applicable to any Vendor(s) or Contractor(s) on Verizon's premises. Verizon reserves the right to revoke any identification badge and/or access card of any AIRPEAK employee or agent found in violations of the terms and conditions set forth herein.

AIRPEAK must follow Verizon's security guidelines, which are published on Verizon's web site. Verizon may suspend a AIRPEAK employee or agent from Verizon's premises if his/her actions materially affect the safety and/or integrity of Verizon's network or the safety of Verizon or other AIRPEAK employees/agents. Unless AIRPEAK employee or agent poses an immediate threat to Verizon or other CLECs, Verizon will provide AIRPEAK with a written explanation of violations committed by the AIRPEAK employee or agent four (4) Business Days prior to suspending AIRPEAK employee or agent from Verizon premises. AIRPEAK will have two (2) Business Days to respond to Verizon's notification. Any such employee or agent may later be allowed readmission to Verizon premises on mutually agreeable terms. Nothing in this section, however, restricts Verizon's authority to bar the AIRPEAK employee or agent from Verizon premises for violating Verizon's security guidelines.

- 1.3.10.2 Security Standards. Verizon will be solely responsible for determining the appropriate level of security in each Verizon premise. Verizon reserves the right to deny access to Verizon buildings and/or outside facility structures for any AIRPEAK employee, agent or contractor who cannot meet Verizon's established security standards. Employees, agents or contractors of AIRPEAK are required to meet the same security requirements and adhere to the same work rules that Verizon's employees and contractors are required to follow. Verizon also reserves the right to deny access to

Verizon buildings and/or outside facility structures for AIRPEAK's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. AIRPEAK employees, agents or contractors who meet Verizon's established security standards will be provided access to AIRPEAK's caged and cageless Collocation equipment 24 hours a day, seven days a week and reasonable access to Verizon's restroom facilities. If AIRPEAK employees, agents or contractors request and are granted access to other areas of Verizon's premises, a Verizon employee, agent or contractor may accompany and observe AIRPEAK employee(s), agent(s) or contractor(s) at no cost to AIRPEAK. Verizon may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by Verizon.

Verizon may require AIRPEAK employees and contractors to use a central or separate entrance to Verizon's premises, provided, however, that where Verizon requires that AIRPEAK employees or contractors access collocated equipment only through a separate entrance, employees and contractors of Verizon's affiliates and subsidiaries will be subject to the same restriction.

Verizon may construct or require the construction of a separate entrance to access caged and cageless Collocation space, provided that each of the following conditions is met: (i) Construction of a separate entrance is technically feasible; (ii) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (iii) Construction of a separate entrance will not artificially delay Collocation provisioning; and (iv) Construction of a separate entrance will not materially increase AIRPEAK's Collocation costs.

- 1.3.10.3 Access Cards/Identification. Access cards or keys will be provided to no more than a reasonable number of individuals for AIRPEAK for each Verizon premise for the purpose of installation, maintenance and repair of AIRPEAK's caged and cageless Collocation equipment. All AIRPEAK employees, agents and contractors requesting access to the Verizon premise are required to have a photo identification card, which identifies the person by name and the name of AIRPEAK. The ID must be worn on the individual's exterior clothing while on or at Verizon premises. Verizon will provide AIRPEAK with instructions and necessary access cards or keys to obtain access to Verizon premises. AIRPEAK is required to immediately notify Verizon by the most expeditious means, when any AIRPEAK's employee, agent or contractor with access

privileges to Verizon premises is no longer in its employ, or when keys, access cards or other means of obtaining access to Verizon premises are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. AIRPEAK is responsible for the immediate retrieval and return to Verizon of all keys, access cards or other means of obtaining access to Verizon premises upon termination of employment of AIRPEAK's employee and/or termination of service. AIRPEAK shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of AIRPEAK or AIRPEAK's employee, agent or contractor to return to Verizon.

- 1.3.11 Emergency Access. AIRPEAK is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. AIRPEAK will provide access to its Collocation space at all times to allow Verizon to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Verizon regulations and standards related to fire, safety, health and environment safeguards. Verizon will attempt to notify AIRPEAK in advance of any such emergency access. If advance notification is not possible Verizon will provide notification of any such entry to AIRPEAK as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact AIRPEAK's facilities or equipment and its ability to provide service. Verizon will restrict access to AIRPEAK's Collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. Verizon reserves the right, without prior notice, to access AIRPEAK's Collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by AIRPEAK or AIRPEAK's equipment upon the operation of Verizon's or another CLEC's equipment, facilities and/or employees located outside AIRPEAK's Collocation space. Verizon will notify AIRPEAK as soon as possible when such an event has occurred. In case of a Verizon work stoppage, AIRPEAK's employees, contractors or agents will comply with the emergency operation procedures established by Verizon. Such emergency procedures should not directly affect AIRPEAK's access to its premises, or ability to provide service. AIRPEAK will notify Verizon point of contact of any work stoppages by AIRPEAK employees.

1.4 Space Requirements.

- 1.4.1 Space Availability. If Verizon is unable to accommodate caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon will post a list of all such sites on its website and will update the list within ten (10) calendar days of the date at which a Verizon premise runs out of caged and cageless Collocation space. This information will be listed at the following public Internet URL: <http://www.verizon.com/regulatory>. Where Verizon has denied caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical

reasons, Verizon shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Verizon premise which show what space, if any, Verizon or any of its affiliates has reserved for future use; and describe in detail, the specific future uses for which the space has been reserved and the length of time for each reservation; and (b) allow AIRPEAK to tour the entire premises of the Verizon premise, without charge, within ten (10) calendar days of the tour request.

- 1.4.2 Minimum/Maximum/Additional Space. The standard sizes of caged Collocation space will be increments of 100 square feet unless mutually agreed to otherwise by Verizon and AIRPEAK. The minimum amount of floor space available to AIRPEAK at the time of the initial application will be twenty-five (25) square feet of caged Collocation space or one (1) single bay in the case of cageless Collocation. The maximum amount of space available in a specific Verizon premise to AIRPEAK will be limited to the amount of existing suitable space which is technically feasible to support the Collocation arrangement requested. Existing suitable space is defined as available space in a Verizon premise that does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning Collocation services. Additional space to provide for caged, cageless and/or adjacent Collocation will be provided on a per request basis, where available. Additional space can be requested by AIRPEAK by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in the Pricing Attachment. Verizon will not be required to lease additional space when available space has been exhausted.
- 1.4.3 Use of Space. Verizon and AIRPEAK will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, AIRPEAK shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Verizon's premises. AIRPEAK shall use the Collocation space solely for the purposes of installing, maintaining and operating AIRPEAK's equipment to interconnect for the exchange of traffic with Verizon. AIRPEAK shall not construct improvements or make alterations or repairs to the Collocation space without the prior written approval of Verizon. The Collocation space may not be used for administrative purposes and may not be used as AIRPEAK's employee(s) work location, office or retail space, or storage. The Collocation space shall not be used as AIRPEAK's mailing or shipping address.
- 1.4.4 Reservation of Space. Verizon reserves the right to manage its Verizon premise conduit requirements and to reserve vacant space for planned facility. Verizon will retain and reserve a limited amount of vacant floor space within its Verizon premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve Collocation space for their own future use. If the remaining vacant floor space within a Verizon premise is reserved for Verizon's own specific future use, the Verizon premise will be exempt from future caged and cageless Collocation requests. AIRPEAK shall not be permitted to reserve Verizon premise cable space or conduit system. If new conduit is required, Verizon will

negotiate with AIRPEAK to determine an alternative arrangement for the specific location. AIRPEAK will be allowed to reserve Collocation space for its caged/cageless arrangements based on AIRPEAKs documented forecast provided Verizon and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to Verizon seeking to reserve vacant space for its own specific use. Cageless Collocation bays may not be used solely for the purpose of storing AIRPEAK equipment.

1.4.5 Collocation Space Report. Upon request by AIRPEAK and upon AIRPEAK signing a Collocation nondisclosure agreement, Verizon will make available a Collocation space report with the following information for the Verizon premise requested:

- 1.4.5.1 Detailed description and amount of caged and cageless Collocation space available;
- 1.4.5.2 Number of telecommunications carriers with existing Collocation arrangements;
- 1.4.5.3 Modifications of the use of space since the last Collocation space report requested; and,
- 1.4.5.4 Measures being taken, if any, to make additional Collocation spaces available.

The Collocation space report is not required prior to the submission of a Collocation application for a specific Verizon premise in order to determine Collocation space availability for the Verizon premise. The Collocation space report will be provided to AIRPEAK within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A Collocation space report fee contained in the Pricing Attachment will be assessed per request and per Verizon premise.

1.4.6 Reclamation. When initiating an application form, AIRPEAK must have started installing equipment approved for Collocation at Verizon premise within a reasonable period of time, not to exceed sixty (60) calendar days from the date AIRPEAK accepts the Collocation arrangement. If AIRPEAK does not utilize its Collocation space within the established time period, and has not met the space reservation requirements of Section 1.4.4 to the extent applicable, Verizon may reclaim the unused Collocation space to accommodate another CLEC's request or Verizon's future space requirements. Verizon shall have the right, for good cause shown, and upon sixty (60) calendar days' notice, to reclaim any Collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its Tariffs to provide telecommunication services to its Customers. In such cases, Verizon will reimburse AIRPEAK for reasonable direct costs and expenses in connection with such reclamation. Verizon will make every reasonable effort to find other alternatives before attempting to reclaim any such space. AIRPEAK may seek Commission relief from reclamation within ten (10) Business Days of being notified.

1.5 Pricing.

- 1.5.1 Rate Sheet. The rates for Verizon's Collocation services provided pursuant to this Agreement are set forth in the Pricing Attachment only to the extent that there are no corresponding rates in an applicable Verizon Collocation Tariff that has been filed with the Commission and become effective. If there is a Verizon Collocation Tariff that has been filed with the Commission and become effective, the rates in such Tariff shall apply and the rates set forth in the Pricing Attachment shall not apply.
- 1.5.2 Subsequent to the execution of this Agreement, Verizon also may elect to file a Collocation Tariff with the Commission with provisions addressing any of the rates specified in this Agreement. Any such Tariff, when it becomes effective, shall supersede and replace the corresponding rates set forth in the Pricing Attachment and such rates specified in the Pricing Attachment shall cease to be effective. Notwithstanding anything in this Agreement to the contrary, the rates identified in this Collocation Attachment also may be superseded prospectively by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements.
- 1.5.3 Billing and Payment. The initial payment of NRCs shall be due and payable in accordance with Section 1.3.1. The balance of the NRCs and all related monthly recurring service charges will be billed to AIRPEAK when Verizon provides AIRPEAK access to the caged, cageless or adjacent Collocation arrangement or completes installation of the virtual Collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

1.6 Liability and Indemnification.

In addition to their other respective indemnification and liability obligations set forth in this Agreement, each party shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control. The fact that a provision appears in another part of the Agreement but not in this Attachment, or in this Attachment and not in another part of the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict.

- 1.6.1 No liability shall attach to Verizon for damages arising from errors, mistakes, omissions, interruptions, or delays of Verizon, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct. Subject to the preceding and to the provisions following, with respect to any claim or suit, by AIRPEAK or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, Verizon's liability, if any, shall not exceed an amount equal to the proportionate charge for the service by Verizon for the service for the period during which service was affected.
- 1.6.2 Verizon shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.

- 1.6.3 Verizon is not liable for damages to AIRPEAK premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by Verizon's gross negligence or willful misconduct.
- 1.6.4 Verizon shall be indemnified, defended and held harmless by AIRPEAK and/or its end user against any claim, loss or damage arising from the use of services offered under this Attachment, involving:
 - 1.6.4.1 All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of AIRPEAK or its end user in connection with facilities provided by Verizon, AIRPEAK, or the end user; or
 - 1.6.4.2 Verizon shall not be liable to AIRPEAK or its customers in connection with the provision or use of the services provided under this Attachment for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if Verizon has been advised of the possibility of such loss or damage.
- 1.6.5 Verizon does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. Verizon shall be indemnified, defended and held harmless by AIRPEAK from any and all claims by any person relating to AIRPEAK's use of services so provided.
- 1.6.6 No license under patents (other than the limited license to use) is granted by Verizon or shall be implied or arise by estoppel, with respect to any service offered under this Attachment.
- 1.6.7 Verizon's failure to provide or maintain services under this Attachment shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against Verizon, acts of God and other circumstances beyond Verizon's reasonable control.
- 1.6.8 Verizon shall not be liable for any act or omission of any other entity furnishing to AIRPEAK facilities, equipment, or services used in conjunction with the services provided under this Attachment. Nor shall Verizon be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of AIRPEAK or AIRPEAK end user, or due to the failure of equipment, facilities, or services provided by AIRPEAK or its end user.
- 1.6.9 Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.
- 1.6.10 AIRPEAK shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by AIRPEAK or by any other party or person for damages to

property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of AIRPEAK's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of Verizon's central office(s), or by any act or omission of Verizon, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of Verizon. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

Verizon shall indemnify, defend and save harmless AIRPEAK from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by Verizon or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by Verizon's provision of service within or on the exterior of the central office of by an act or omission of AIRPEAK, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of AIRPEAK.

- 1.6.11 AIRPEAK shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the central office by AIRPEAK, and/or acts by AIRPEAK, its employees, agents or contractors.
- 1.6.12 AIRPEAK shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to AIRPEAK installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- 1.6.13 AIRPEAK represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. AIRPEAK shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by AIRPEAK, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

- 1.6.14 Verizon represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. Verizon shall indemnify, defend, and hold harmless AIRPEAK, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by Verizon, its directors, officers and employees, servants, agents, affiliates and parent.
- 1.6.15 Verizon and AIRPEAK shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.
- 1.7 Casualty.
- 1.7.1 If the Collocation equipment location or any part thereof is damaged by fire or other casualty, AIRPEAK shall give immediate notice thereof to Verizon. The terms and conditions of this Attachment shall remain in full force and effect with the following modifications:
- 1.7.1.1 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by Verizon, the damages thereto shall be repaired by and at the expense of Verizon. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the Collocation equipment location which is usable. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform AIRPEAK of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to AIRPEAK as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.
- 1.7.1.2 If the Collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by Verizon, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored by Verizon. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform AIRPEAK of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service

to AIRPEAK as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.

- 1.7.1.3 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of Verizon or AIRPEAK, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by AIRPEAK in its Collocation arrangement must be done by a Verizon-approved contractor and must be approved in advance by Verizon. Verizon reserves the right to discontinue AIRPEAK's Collocation equipment location or any part thereof under the conditions specified in 1.8.2.
- 1.7.1.4 If the Collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by AIRPEAK, the liability and indemnification provisions of this Attachment shall apply and Verizon may terminate AIRPEAK Collocation arrangement immediately.
- 1.7.2 If the Collocation equipment location or any part thereof is rendered wholly unusable through no fault of AIRPEAK, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Verizon shall decide to demolish it or to rebuild it, then, in any of such events, Verizon may elect to discontinue AIRPEAK Collocation equipment location or any part thereof. In this event, Verizon will provide AIRPEAK with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to AIRPEAK. AIRPEAK must vacate the premises by the date specified in the notice. Verizon's rights against AIRPEAK under this Attachment prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by AIRPEAK, which were on account of any period subsequent to such date shall be returned to AIRPEAK.
- 1.7.3 After any such casualty and upon request by Verizon, AIRPEAK shall remove from the Collocation equipment location and other associated space, as promptly as reasonably possible, all of AIRPEAK salvageable inventory and movable equipment, furniture and other property.
- 1.7.4 In the event non-recurring and/or recurring charges were suspended pursuant to 1.8.1, AIRPEAK liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by AIRPEAK or thirty (30) days after written notice from Verizon that the Collocation equipment location or any part thereof is restored to a

condition comparable to that existing prior to such casualty, which ever comes first.

- 1.7.5 Nothing contained in these provisions shall relieve AIRPEAK from liability that may exist as a result of damage from fire or other casualty.
 - 1.7.6 Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, Verizon and AIRPEAK each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.
 - 1.7.7 Verizon will not carry insurance on the AIRPEAK furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by AIRPEAK and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.
- 1.8 Implementation and Termination of Service.
- 1.8.1 Implementation of Collocation Charges. Verizon shall provide AIRPEAK with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the Collocation arrangement. Verizon shall also provide a notice that will remind AIRPEAK of the Scheduled Completion Date and will request AIRPEAK to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of AIRPEAK to utilize the completed Collocation arrangement.
 - 1.8.1.1 Collection of Non-Recurring Charges. The initial payment of non-recurring charges (NRCs) shall be due and payable in accordance with Section 1.3.3. AIRPEAK shall pay the balance of the NRCs ("NRC Balance") upon AIRPEAK acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first.
 - 1.8.1.2 Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 1.8).
 - 1.8.1.3 Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a Collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a Collocation arrangement must notify Verizon in writing ("Extension Notice") within thirty (30) calendar days after receiving the

Scheduled Completion Notice. In order for Verizon to delay billing of monthly recurring charges for the applicable Collocation arrangement, AIRPEAK must remit the NRC Balance to Verizon for the Collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by Verizon until the space for the Collocation arrangement is accepted by AIRPEAK or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if AIRPEAK terminates its Collocation arrangement, the termination shall be governed by Section 1.8.4.

If Verizon ascertains the space for the Collocation arrangement is needed to satisfy another CLEC's Collocation request prior to the end of the six (6) month extension period, Verizon will notify AIRPEAK that its Collocation space has been requested by another CLEC. AIRPEAK will have up to five (5) Business Days after the notification to retain the Collocation space by notifying Verizon in writing that it desires to keep the space ("Retention Notice"). If AIRPEAK retains the Collocation space, monthly recurring charges shall commence for AIRPEAK thirty (30) calendar days after AIRPEAK sends the Retention Notice or when AIRPEAK accepts the space, whichever comes first.

- 1.8.2 Grounds for Termination by Verizon. Failure by AIRPEAK to comply with the terms and conditions of this Attachment, including nonpayment of rates and charges, may result in termination of Collocation service. In addition to the other grounds for termination of Collocation services set forth herein, Verizon reserves the right to terminate such services upon thirty (30) calendar days notice in the event AIRPEAK: (a) is not in conformance with provisions of this Attachment or other Company standards and requirements; and/or (b) imposes continued disruption and threat of harm to Company employees and/or network, or Verizon's ability to provide service to other CLECs.

Verizon also reserves the right to terminate such services, without prior notice, in the event AIRPEAK's Collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of Verizon's equipment and facilities or to Company employees located outside AIRPEAK's Collocation space.

Verizon reserves the right to inspect AIRPEAK's Collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection. If Verizon determines that the Collocation arrangement is not being used for interconnection (from, for example, insufficient DC Power and/or facility terminations), Verizon reserves the right to terminate AIRPEAK's Collocation service upon thirty (30) calendar days notice.

If Verizon elects to terminate a Collocation arrangement pursuant to this section, the termination shall be governed by Section 1.8.4.

- 1.8.3 Termination by CLEC. AIRPEAK must notify Verizon in writing of its plans to terminate a Collocation arrangement (“CLEC Termination Notice”), and such AIRPEAK termination shall be governed by this Section.
- 1.8.3.1 Termination After Completion. If AIRPEAK elects to terminate an existing Collocation arrangement after a Collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after Verizon’s receipt of AIRPEAK Termination Notice. If CLEC terminates a Collocation arrangement under this section, the termination shall be governed by Section 1.8.4 and AIRPEAK remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 1.8.1. If the Collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, AIRPEAK shall include a list of any such owners and secured parties in AIRPEAK Termination Notice.
- 1.8.3.2 Termination Prior to Completion. If AIRPEAK elects to terminate a request for Collocation when construction is in progress and prior to completion of the Collocation arrangement, the termination will be effective upon Verizon’s receipt of AIRPEAK Termination Notice. For all non-recurring charges associated with providing the Collocation arrangement, AIRPEAK will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of “Days” refers to Business Days measured from Verizon’s receipt of a complete application from AIRPEAK):
- 1.8.3.2.1 Effective date of AIRPEAK termination on or between Days 1 to 15, AIRPEAK owes 20% of non-recurring charges.
 - 1.8.3.2.2 Effective date of AIRPEAK termination on or between Days 16 to 30, AIRPEAK owes 40% of non-recurring charges.
 - 1.8.3.2.3 Effective date of AIRPEAK termination on or between Days 31 to 45, AIRPEAK owes 60% of non-recurring charges.
 - 1.8.3.2.4 Effective date of AIRPEAK termination on or between Days 46 to 60, AIRPEAK owes 80% of non-recurring charges.
 - 1.8.3.2.5 Effective date of AIRPEAK termination after Day 60, AIRPEAK owes 100% of non-recurring charges.

If after applying these percentages to NRCs already paid by AIRPEAK, any refunds are due AIRPEAK, such refunds shall be applied first as a credit to any accounts with balances owed by AIRPEAK to Verizon, with any remaining

refund amount issued to AIRPEAK. Engineering/major augment fees submitted with the application will not be refunded. AIRPEAK Termination Notice must be received by Verizon prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

- 1.8.4 Effects of Termination. If Verizon or AIRPEAK terminates a Collocation arrangement under the terms and conditions of this Attachment, the following provisions shall apply:
- 1.8.4.1 Equipment Removal and Monthly Recurring Charges. AIRPEAK shall disconnect and remove its equipment from the designated Collocation space by the effective date of the termination. Upon removal by AIRPEAK of all its equipment from the Collocation space, if AIRPEAK does not restore the Collocation space to its original condition at time of occupancy, AIRPEAK will reimburse Verizon for the cost to do so. Due to physical and technical constraints, removal of AIRPEAK entrance facility cable will be at Verizon's option. AIRPEAK shall reimburse Verizon for all costs Verizon incurs to decommission DC Power and transmission cable terminations previously applied for by AIRPEAK. Verizon reserves the right to remove AIRPEAK's equipment if AIRPEAK fails to remove and dispose of the equipment by the effective date of the termination. AIRPEAK will be charged the appropriate additional labor charge in the Pricing Attachment for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to AIRPEAK until the effective date of the termination or, at Verizon discretion, until any later date up to the date that all equipment is removed and the Collocation space is restored to its original condition at space turnover.
- 1.8.4.2 Refund of Non-Recurring Charges. If Verizon or AIRPEAK has terminated a Collocation arrangement pursuant to Sections 1.8.2 and 1.8.3 and AIRPEAK ("original CLEC") has paid a non-recurring charge(s) for an asset in a Collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), AIRPEAK will receive a refund from Verizon for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If Verizon uses an asset for which AIRPEAK paid a non-recurring charge, Verizon will make a pro rata refund of such paid non-recurring charges to AIRPEAK. For purposes of calculating prorated refunds to AIRPEAK, Verizon will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by AIRPEAK to Verizon, and any remaining refund amount will be issued to AIRPEAK. Engineering/major augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

1.8.5 Closure, Decommissioning or Sale of Premises. Collocation arrangements will automatically terminate if the premise in which the Collocation space is located is closed, decommissioned or sold and no longer houses Verizon's network facilities. At least one hundred eighty (180) days written notice will be given to AIRPEAK of events which may lead to the automatic termination of any such arrangement pursuant to the terms and conditions of this Attachment, except when extraordinary circumstances require a shorter interval. In such cases, Verizon will provide notice to AIRPEAK as soon as practicable. Verizon will work with AIRPEAK to identify alternate Collocation arrangements. Verizon will work cooperatively with AIRPEAK to minimize any potential for service interruption resulting from such actions.

1.8.6 Miscellaneous. Verizon retains ownership of Verizon premise floor space, adjacent land and equipment used to provide all forms of Collocation. Verizon reserves for itself and its successors and assignees, the right to utilize the Verizon premises' space in such a manner as will best enable it to fulfill Verizon's service requirements. AIRPEAK does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in Verizon's premise facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that AIRPEAK requires use of a Verizon local exchange line, AIRPEAK must order a business local exchange access line (B1). AIRPEAK may not use Verizon official lines.

1.9 Virtual Collocation.

Unless otherwise specified in this Section 1.9, the provisions contained in other sections of the Collocation Attachment shall apply to virtual Collocation.

1.9.1 Description. Under virtual Collocation, Verizon installs and maintains AIRPEAK provided equipment, which is dedicated to the exclusive use of AIRPEAK in a Collocation arrangement. AIRPEAK provides fiber-optic facilities through Verizon entrance manholes for connection to AIRPEAK virtually collocated transmission equipment that provides interconnection to Verizon facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, Verizon shall assume ownership of and maintain the fiber. From this manhole toward AIRPEAK's location, the fiber optic cable remains AIRPEAK's responsibility, with AIRPEAK performing all servicing and maintaining full ownership. If AIRPEAK is purchasing Verizon provided unbundled interoffice facilities as transport, AIRPEAK entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual Collocation arrangement using Verizon designated cable assignments, not channel assignments.

Virtual Collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual Collocation is requested.

If AIRPEAK requests virtual Collocation of equipment other than the standard virtual arrangement, AIRPEAK and Verizon will mutually agree upon the type of equipment to be virtually collocated.

- 1.9.2 Implementation Intervals and Planning. Verizon and AIRPEAK shall work cooperatively to jointly plan the implementation milestones. Verizon and AIRPEAK shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the AIRPEAK-provided transmission equipment and for training.

Verizon will notify AIRPEAK of issues or unanticipated delays, as they become known. Verizon and AIRPEAK shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

The implementation interval is 76 Business Days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the provisions in this Attachment governing forecasting and capacity. AIRPEAK shall deliver the virtual Collocation equipment to Verizon premises by Business Day forty (40). Verizon and AIRPEAK shall work cooperatively to schedule each site on a priority-based order. Verizon and AIRPEAK shall mutually agree upon intervals for non-standard arrangements.

- 1.9.3 Transmission Failure. AIRPEAK shall be responsible for monitoring and reporting signal loss to Verizon. In the event of a transmission failure, AIRPEAK shall be responsible for initial trouble isolation as set forth in Section 1.9.9, regardless of whether the fiber span is equipped with optical regeneration equipment.
- 1.9.4 Accommodations. Upon receipt of a completed application and associated virtual engineering fee, Verizon will conduct an application review, engineering review and site survey at the requested premises. Verizon will notify AIRPEAK within eight (8) Business Days of the results of this review and site survey.

The dedicated terminal equipment inside Verizon's premises shall be provided by AIRPEAK and leased to Verizon for the sum of one dollar after successful installation and equipment testing by Verizon. The term of the operating lease will run for the duration of the virtual Collocation arrangement, at which time AIRPEAK will remove the equipment. AIRPEAK will retain ownership of this equipment inside the premises. Verizon will operate and maintain exclusive control over this equipment inside the premises.

Where Verizon uses approved contractors for installation, maintenance or repair of virtual Collocation arrangements, AIRPEAK may hire the same approved contractors directly for installation, maintenance or repair of AIRPEAK designated equipment.

Where Verizon does not use contractors, AIRPEAK designated equipment and AIRPEAK provided facilities used in the provision of virtual Collocation will be installed, maintained and repaired by Verizon. Verizon will maintain and repair AIRPEAK designated equipment under the same timeframe and standards as its own equipment.

AIRPEAK personnel are not allowed on Verizon premises to maintain and repair on virtual Collocation equipment.

Verizon shall monitor local premises and environmental alarms to support the equipment. Verizon will notify AIRPEAK if a local office alarm detects an equipment affecting condition.

Verizon will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual Collocation arrangement. All installations into the cable entrance facility are performed by Verizon personnel or its agents.

No virtual Collocation arrangement will be placed in service by Verizon until necessary training has been completed (refer to Section 1.9.11).

- 1.9.5 Plug-ins and Spare Cards. When a plug-in/card is determined by Verizon to be defective, Verizon will label the plug-in as defective and place it in AIRPEAK-dedicated plug-in/card storage cabinet. AIRPEAK will be notified as the plug-in/card is replaced.

Verizon will not provide spare plug-ins/cards under any circumstances, nor is Verizon responsible for AIRPEAK's failure to replace defective plug-ins/cards. Verizon shall not be held responsible if AIRPEAK provides an inadequate supply of plug-ins/cards. Verizon will segregate and secure AIRPEAK-provided maintenance spares in AIRPEAK-provided spare plug-in/card cabinet.

AIRPEAK shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, AIRPEAK shall provide Verizon with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and AIRPEAK, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by AIRPEAK prior to delivery to Verizon.

In addition to maintenance spares, AIRPEAK will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.

Upon receiving notification from Verizon that a plug-in/card has been replaced, AIRPEAK is then responsible to contact the Verizon operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.

Subject to premise space availability, AIRPEAK shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to Verizon's specification, to

house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual Collocation arrangement is completed and service is established.

The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and AIRPEAK.

- 1.9.6 Safety and Technical Standards. Verizon reserves all rights to terminate, modify or reconfigure the provision of service to AIRPEAK if, in the discretion of Verizon, provision of service to AIRPEAK may in any way interfere with or adversely affect Verizon's network or its ability to service other CLECs.

All AIRPEAK equipment to be installed in Verizon premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and Verizon's premises environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environmental, and network safeguards.

It is AIRPEAK's responsibility to demonstrate and provide to Verizon adequate documentation from an accredited source certifying compliance. AIRPEAK equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

AIRPEAK equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. AIRPEAK may install equipment that has been deployed by Verizon for five years or more with a proven safety record.

All AIRPEAK's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with Verizon's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

- 1.9.7 Control Over Premises-Based Equipment. Verizon exercises exclusive physical control over the premises-based transmission equipment that terminates AIRPEAK's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment.

Such work will be performed by Verizon under the direction of AIRPEAK.

- 1.9.8 Removal of Equipment. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.
- 1.9.9 Installation and Trouble Resolution. Verizon will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact AIRPEAK at the number provided and service the equipment as instructed and directed by AIRPEAK.
- 1.9.10 Placement, Removal and Monitoring of Facilities and Equipment. From manhole zero toward AIRPEAK's location the fiber optic cable remains AIRPEAK's responsibility, with AIRPEAK performing all servicing and maintaining full ownership.

AIRPEAK has the responsibility to remotely monitor and control their circuits terminating in Verizon's premises, however, AIRPEAK will not enter Verizon's premises under virtual Collocation arrangements.

Performance and surveillance monitoring and trouble isolation shall be provided by AIRPEAK. A clear distinction must be made by AIRPEAK when submitting reports of troubles on Verizon services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Verizon technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 1.9.11).

When AIRPEAK isolates a trouble and determines that a Verizon technician should be dispatched to the equipment location for a servicing procedure, AIRPEAK shall enter a trouble ticket with Verizon. AIRPEAK shall provide standard trouble information, including the virtual Collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of AIRPEAK's technician/contact.

Responses to all equipment servicing needs will be at AIRPEAK's direction. Maintenance will not be performed without AIRPEAK's direct instruction and authorization.

If AIRPEAK is providing its own transport fiber for the virtual Collocation arrangement, AIRPEAK will arrange placement of the fiber into manhole zero with enough length (as designated by Verizon) to reach the virtual Collocation arrangement.

Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by AIRPEAK. Verizon technicians will perform the instructed activities on the equipment as specifically directed by AIRPEAK.

AIRPEAK shall provide, own, and operate the terminal equipment at their site outside Verizon's premises.

- 1.9.11 Use of Non-Standard Equipment. When AIRPEAK requests a virtual Collocation arrangement consisting of equipment which Verizon does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, AIRPEAK shall be responsible for training 50%, but no fewer than five, of Verizon technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that Verizon does not have at the premises involved must be provided by AIRPEAK with adequate manufacturer's training.

AIRPEAK is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Verizon technicians) to have Verizon technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual Collocation arrangement to AIRPEAK. AIRPEAK shall also pay for Verizon technicians' time subject to rates contained in the Pricing Attachment. When travel is required, travel expenses associated with training will be charged to AIRPEAK based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate AIRPEAK also has the option of arranging and paying for all travel expenses for Verizon technicians directly.

In the event of an equipment upgrade, AIRPEAK must provide secondary training subject to the provisions contained herein.

- 1.9.12 Additions and Rearrangements. Once AIRPEAK has established a virtual Collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual Collocation arrangement. If AIRPEAK decides to rearrange an existing virtual Collocation arrangement, AIRPEAK must submit a new application outlining the details of the rearrangement along with a virtual engineering/major augment fee.

- 1.9.13 Application of Rates and Charges.

Billing. Verizon will apply charges (e.g., non-recurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual Collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of AIRPEAK to utilize the completed virtual Collocation arrangement will not impair the right of Verizon to commence billing.

Verizon shall charge AIRPEAK for all costs incurred in providing the virtual Collocation arrangement, including, but not limited to, Verizon's planning, engineering and installation time and costs incurred by Verizon for inventory services. Any and all expenses associated with placing AIRPEAK's fiber in manhole zero, including license fees, shall be the responsibility of AIRPEAK.

Virtual Engineering Fee. Verizon will require a virtual engineering/major augment fee (NRC) per virtual Collocation request, per premise or other Verizon location where AIRPEAK requests to establish virtual Collocation. A virtual engineering/major augment fee is required to be submitted by AIRPEAK with its application. This fee

applies for all new virtual Collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for Verizon's performance of an initial site visit and an engineering evaluation.

If AIRPEAK cancels or withdraws its request for a virtual Collocation arrangement prior to turn-up, AIRPEAK will be liable for all costs and liabilities incurred by Verizon in the developing, establishing, or otherwise furnishing the virtual Collocation arrangement up to the point of cancellation or withdrawal.

Other Virtual Collocation Rate Elements. The application, description, and rates of Collocation rate elements that are also applicable for virtual Collocation are described in the Pricing Attachment.

- 1.9.14 Conversions. Requests for converting virtual Collocation arrangements to caged or cageless arrangements shall be submitted and designated as an Augment Application described in Section 1.2.5. Requests for converting a virtual arrangement to a cageless arrangement that requires no physical changes to the arrangement will be assessed a minor augment fee. All other conversion requests for virtual to caged or cageless will be assessed an engineering/major augment Fee and other applicable charges. Verizon will notify AIRPEAK within ten (10) Business Days following receipt of the completed Augment Application if AIRPEAK conversion request is accepted or denied. When converting a virtual arrangement to a caged or cageless arrangement, AIRPEAK's equipment may need to be relocated. AIRPEAK will be responsible for all costs associated with the relocation of its equipment as described in Section 1.2.7.

1.10 Microwave Collocation.

Microwave Collocation is available on a first-come first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Verizon facilities through the Collocation arrangement. Unless otherwise specified in this Section 1.10, the provisions contained in other sections of the Collocation Attachment shall apply to microwave Collocation.

- 1.10.1 Accommodations. Verizon will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual Collocation arrangement and to access Verizon's interconnection point. Waveguide may not be placed in Verizon cable risers or racks. Verizon reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

Verizon will designate the space in, on or above the exterior walls and roof of the premises, which will constitute the roof space or transmitter/receiver space. Verizon may require AIRPEAK's transmitter/receiver equipment to be installed in a locked cabinet which

may be free standing, wall mounted or relay rack mounted. Verizon may enclose AIRPEAK's multiplexing node or transmitter/receiver equipment in a cage or room.

At the option of Verizon, the antenna support structure shall be built, owned and maintained by either Verizon or by AIRPEAK. Verizon reserves the right to use existing support structures for AIRPEAK's antenna, subject to space and capacity limitations. Verizon also reserves the right to use any unused portion of a support structure owned by AIRPEAK for any reason, subject to the provisions set forth below. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When Verizon is the owner of the structure, it shall keep such records in accordance with the FCC's Part 32 uniform system of accounts. When AIRPEAK is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.

The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come first-served basis.

For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in AIRPEAK's interior Collocation space, or in a separate location inside or on the exterior of the building as determined by Verizon.

- 1.10.2 Security. Verizon will permit AIRPEAK's employees, agents and contractors approved by Verizon to have access to the areas where AIRPEAK's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine maintenance, provided that AIRPEAK employees, agents and contractors comply with the policies and practices of Verizon pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, Verizon will provide access on a per event basis.

Verizon will also permit all approved employees, agents and contractors of AIRPEAK to have access to AIRPEAK's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

- 1.10.3 Safety and Technical Standards. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR – 1089 – CORE. Verizon will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

Verizon reserves the right to review wind or ice loadings, etc., for antennas over 18 inches in diameter or for any multiple antenna installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, AIRPEAK or if applicable, Verizon, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For AIRPEAK owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at AIRPEAK's own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with Verizon within ten (10) days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

AIRPEAK shall provide written notice to Verizon of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of AIRPEAK's facilities or equipment located in roof space or transmitter/receiver space. AIRPEAK also agrees to take all necessary corrective action.

All AIRPEAK microwave equipment to be installed in or on the exterior of Verizon premises must be on the Verizon's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

AIRPEAK must comply with Verizon technical specifications for microwave Collocation interconnection specified in NIP – 74171 and Verizon's digital switch environmental requirements specified in NIP – 74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that AIRPEAK provided equipment and installation activities do not act as a hindrance to Verizon services or facilities. AIRPEAK's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.

AIRPEAK facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

All AIRPEAK microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and Verizon's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Verizon services or facilities.

The equipment located in, on or above the exterior walls or roof of Verizon's building must either be on Verizon's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, premise engineering environmental and transmission standards as they relate to fire, safety, health,

environmental safeguards, or interference with Verizon service or facilities.

Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by AIRPEAK in all cases is specified in ANSI C95.1 – 1982.

AIRPEAK equipment must conform to the same specific risk, safety, hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. AIRPEAK equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

- 1.10.4 Placement and Removal of Facilities and Equipment. Prior to installation of AIRPEAK's facilities or transmission equipment for microwave interconnection, AIRPEAK must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

AIRPEAK is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by Verizon or a hired agent of Verizon.

Any AIRPEAK's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of AIRPEAK.

AIRPEAK will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

AIRPEAK may install equipment that has been deployed by the Verizon for five years or more with a proven safety record.

- 1.10.5 Moves, Replacements or Other Modifications. Where AIRPEAK intends to modify, move replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), AIRPEAK must request and receive written consent from Verizon. Such consent will not be unreasonably withheld. AIRPEAK shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of Verizon.

- 1.10.6 Space and Facilities. Monthly rates are applicable to AIRPEAK for the space (generally on the premises roof) associated with Verizon or other CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the footprint, which resultant is multiplied by AIRPEAK's relative capacity ratio (RCR), (i.e., the sum of the RCRs of each of the AIRPEAK's antennas).

Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by AIRPEAK. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

The owner of the support structure may charge AIRPEAK proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the AIRPEAK's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits. A portion of the net book value of the support structure is based on the RCR of AIRPEAK's proposed antenna(s) to be mounted on the structure. AIRPEAK's RCR represents the percent of the total capacity of the support structure used by AIRPEAK's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all users' RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provide AIRPEAK the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

The owner of the structure may not assess AIRPEAK any charges in addition to the one-time charge described above, except that the owner of the structure may assess AIRPEAK a proportionate share of inspection costs and Verizon may assess AIRPEAK monthly recurring charges for use of its roof space. At the time AIRPEAK proposes to attach additional antennas to an existing support structure, it shall be the responsibility of AIRPEAK to obtain, at its cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.

When a AIRPEAK is the owner of the structure, the proposed user shall pay AIRPEAK directly the one-time charge as set forth above. When Verizon is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that AIRPEAK as owner of the support structure fails to comply with these provisions, at Verizon's option, ownership of the support structure shall transfer to Verizon.

Costs incurred by Verizon to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto

in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to AIRPEAK.

- 1.10.7 Emergency Power and/or Environmental Support. In the event special work must be done by Verizon to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, AIRPEAK will be billed on a time and materials basis for the costs incurred.
- 1.10.8 Escorting. When AIRPEAK personnel are escorted by a qualified Verizon employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in the Pricing Attachment will apply.

911 WIRELESS ATTACHMENT

1. 911/E-911 Arrangements for CMRS Not Constituting Fixed Wireless Services

- 1.1 911 provides a caller access to the appropriate emergency service agency by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the E-911 Tandem Office/Selective Router and E-911 Database as is necessary to provide 911 services in areas where Verizon is the designated 911 Service Provider.
- 1.2 The terms of this Section apply to the provision of 911/E-911 services by Verizon to AIRPEAK in respect to CMRS services that do not constitute Fixed Wireless Services and shall become effective in each jurisdiction in which Verizon is the designated 911 Service Provider at such time as AIRPEAK notifies Verizon that it has received notification from the proper 911 agency to begin providing either Phase I or Phase II Wireless Services within the jurisdiction.
- 1.3 Verizon shall have no obligation to provide Services pursuant to this 911 Wireless Attachment prior to its receipt of the notice referenced in Section 1.2 of this Attachment.
- 1.4 Verizon shall make the following information available to AIRPEAK, to the extent permitted by Applicable Law. Such information is currently available electronically at the Verizon wholesale corporate website:
 - 1.4.1 a list of the address and CLLI code of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served;
 - 1.4.2 a list of appropriate Verizon contact personnel who currently have responsibility for operations and support of 911/E-911 network and database systems.

2. E-911 Database - Electronic Interface

- 2.1 Where Verizon manages the E911 database, Verizon will:
 - 2.1.1 store the AIRPEAK ESRK/ESRD in the E-911 Database.
 - 2.1.2 cooperate with AIRPEAK regarding access to the Verizon E-911 Database for the initial loading and updating of AIRPEAK ESRK/ESRD records. Database personnel are identified in the Verizon wholesale corporate website.
 - 2.1.3 Verizon will provide AIRPEAK an error and status report based on updates to the E-911 Database received from the AIRPEAK.
- 2.2 AIRPEAK will:
 - 2.2.1 provide all data for the initial loading of, and any ongoing updates to, the AIRPEAK ESRK/ESRD records for inclusion in Verizon's E-911 database. All such records shall be MSAG-valid and AIRPEAK shall utilize the appropriate Verizon electronic interface to update its E-911 database information related to the ESRK/ESRD, as defined herein. All E-911 data exchanged between the Parties shall conform to

Verizon standards, which are provided at the Verizon Wholesale Corporate website.

- 2.2.2 use a Company ID on all ESRK/ESRD records in accordance with NENA standards.
 - 2.2.3 provide Verizon updates to the E-911 database and correct any errors that occur during the entry of its data to the Verizon E-911 Database.
 - 2.2.4 conduct call through testing as necessary.
- 2.3 In the event AIRPEAK uses a third party for the electronic interface with Verizon, AIRPEAK must provide a Letter of Authorization, in a form acceptable to Verizon, identifying the party that will serve as its Agent.

3. 911/E911 Interconnection

- 3.1 Verizon and AIRPEAK shall each use commercially reasonable efforts to facilitate the interconnection of AIRPEAK systems to the 911/E-911 platforms and/or systems.
- 3.2 AIRPEAK may, in accordance with Applicable Law or regulation, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points, e.g., digital cross connect systems (DCS), as designated by Verizon, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP) that serve the areas in which AIRPEAK provides CMRS services.
- 3.3 911 Authority Coordination.

Verizon and AIRPEAK will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.
- 3.4 AIRPEAK will:
 - 3.4.1 provide interconnection with each Verizon 911 Selective Router(s) that serves the exchange areas in which AIRPEAK is authorized to and will provide CMRS service.
 - 3.4.2 provide a minimum of two (2) one-way outgoing E-911 trunks dedicated for originating 911 emergency service calls from the AIRPEAK switch to each Verizon 911/E-911 Tandem Office/Selective Router, using SS7 signaling where available, as necessary.
 - 3.4.3 maintain transport capacity sufficient to route traffic over trunks between the AIRPEAK switch and the Verizon 911/E-911 Tandem office(s)/ Selective Router(s).
 - 3.4.4 provide sufficient trunking and facilities to route AIRPEAK originating 911 calls to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s). AIRPEAK is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
 - 3.4.5 determine the proper quantity of trunks and facilities from its switch (es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s).

- 3.4.6 engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 3.4.7 monitor its 911 circuits for the purpose of determining originating network traffic volumes. If the AIRPEAK traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, AIRPEAK shall request additional circuits.
- 3.4.8 cooperate with Verizon to promptly test all 911 trunks and facilities between the AIRPEAK network and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) to assure proper functioning of 911 service. AIRPEAK agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 3.4.9 isolate, coordinate and restore all 911 network maintenance problems from its switch to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point. AIRPEAK will advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

4. 911/E-911 General

- 4.1 Verizon and AIRPEAK will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements.
- 4.2 AIRPEAK will compensate Verizon for provision of its 911/E-911 Services pursuant to the E911 Pricing Attachment.
- 4.3 AIRPEAK and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911.
- 4.4 AIRPEAK is responsible to collect and remit any applicable surcharges from its end user Customers in accordance with Applicable Law.
- 4.5 AIRPEAK will enter data into the E-911 database under the NENA Standards for LNP. This includes, but is not limited to using AIRPEAK's NENA ID to lock and unlock records and the posting of the AIRPEAK NENA ID to the ALI record where such locking and unlocking feature for E-911 records is available, or as defined by local standards.

5. Phase I/Phase II Wireless Solutions

- 5.1 The following services may be used by AIRPEAK, where available, in order to comply with the FCC's rules and regulations regarding Phase I and Phase II wireless implementation.
- 5.2 Call Path Associated Signaling (CAS). Not available for Phase II.
 - 5.2.1 AIRPEAK shall establish the trunking necessary for diverse routing of E-911 traffic to the Verizon 911/E-911 Tandem Office/Selective Router(s) for the provision of E-911 services.

- 5.2.2 Routing of calls will be based on the Emergency Service Number (ESN) associated with the Verizon 911/E-911 Tandem Office/Selective Router delivered with the voice call. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office/Selective Router and Call Back Number to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office/Selective Router, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by AIRPEAK. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
- 5.2.3 Upon receipt of a PSAP query, a Verizon controlled E-911 Database shall return the Selective Router/E-911 Tandem and Cell Site/Sector Information to the PSAP.
- 5.3 CAS Hybrid.
 - 5.3.1 AIRPEAK shall establish the trunking necessary for diverse routing of E911 traffic to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) for the provision of E-911 services.
 - 5.3.2 Routing of calls will be based on the Emergency Service Number (ESN) associated with the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) delivered with the voice call, or at Verizon's discretion, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call, the Call Back Number and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an Alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by AIRPEAK. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
 - 5.3.3 Upon receipt of a PSAP query to a Verizon-controlled E-911 Database to obtain the required Phase II location Information for a 911 Call provided by AIRPEAK, the Verizon-controlled E-911 Database shall route the query to the AIRPEAK-controlled Mobile Positioning Center designated by AIRPEAK.
 - 5.3.4 The Verizon-controlled E-911 Database shall then automatically receive from the AIRPEAK-controlled Mobile Positioning Center the Phase II Location Information as provided by the AIRPEAK associated with the 911 Call.
 - 5.3.5 The Verizon-controlled E-911 Database shall then automatically transmit the data received from the AIRPEAK-controlled database to the PSAP.

- 5.3.6 AIRPEAK will terminate at least two data circuits from AIRPEAK-controlled Mobile Positioning Centers to the Verizon E911 Database platform(s).
 - 5.3.7 Verizon shall place the necessary Customer Service Unit/Data Service Unit ("CSU/DSU") at each Verizon E-911 Database site, to receive the necessary data, i.e., Routing Number, Phase II location information as provided by AIRPEAK.
 - 5.3.8 Verizon and AIRPEAK shall provision their respective E-911 Databases such that the exchange of data between each shall use the PAM or Format 60 Message Format or other agreed message format.
- 5.4 Non-Call Path Associated Signaling (NCAS).
- 5.4.1 AIRPEAK shall establish the trunking necessary for diverse routing of E-911 traffic to the Verizon Selective Router/E-911 Tandem for the provision of E -911 services.
 - 5.4.2 Routing of calls will be based on the Verizon 911/E-911 Tandem Office/Selective Router delivered with the voice call, or at Verizon's discretion, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office/Selective Router to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office/Selective Router, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by AIRPEAK. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
 - 5.4.3 Upon receipt of a PSAP query to a Verizon-controlled E-911 Database to obtain the required Phase I/II Call Back Number and location Information for a 911 Call, provided by AIRPEAK, the Verizon-controlled E-911 Database shall route the query to the AIRPEAK designated E-911 Database.
 - 5.4.4 The Verizon-controlled E-911 Database shall then automatically receive from the AIRPEAK-designated E-911 Database, the Verizon 911/E-911 Tandem Office/Selective Router, Call Back Number and required Phase I/II Information as provided by AIRPEAK.
 - 5.4.5 The Verizon-controlled E-911 Database shall then return the data received from the AIRPEAK-controlled database to the PSAP.
 - 5.4.6 AIRPEAK will terminate at least two diverse circuits from the AIRPEAK-designated E-911 designated E-911 Database to the Verizon-hosted E-911 Database platform(s).
 - 5.4.7 Verizon shall place necessary Customer Service Unit/Data Service Unit (CSU/DSU) at each Verizon E-911 Database site, for the provision of the ERSK, Call Back Number, and Phase I/II location Information as provided by AIRPEAK.

5.4.8 Verizon and AIRPEAK shall provision their respective E-911 Databases such that the exchange of data between each shall use the PAM Protocol or Format 60 Message Format, or other agreed upon interface.

6. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Oregon a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with AIRPEAK 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 3 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.
- 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, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify AIRPEAK in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill AIRPEAK, and AIRPEAK shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to AIRPEAK pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to AIRPEAK 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. [This Section Intentionally Left Blank]

3. AIRPEAK Prices

Notwithstanding any other provision of this Agreement, the Charges that AIRPEAK bills Verizon for AIRPEAK's Services shall not exceed the Charges for Verizon's comparable

Services, except to the extent that AIRPEAK's cost to provide such AIRPEAK Services to Verizon exceeds the Charges for Verizon's comparable Services and AIRPEAK has demonstrated such cost to Verizon or, at Verizon's request, to the Commission or the FCC.

4. [This Section Intentionally Left Blank]

5. 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).

**OREGON APPENDIX A TO THE PRICING ATTACHMENT
V1.2**

I. Rates and Charges for Transport and Termination of Traffic¹

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0013300∇ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0036855∇ per minute of use.**

B. The Tandem Transit Traffic Service Charge is **\$0.0019835∇ per minute of use.**

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) – For each DS1 equivalent volume² (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

II. Blocks Of 100 Numbers

A.	Installation
Charge per 100 Numbers	\$75.00

B.	Usage
Compensation to AIRPEAK, per Month, per Trunk	\$ 5.00

C. Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of this Agreement. The Installation Charge applies to new blocks of numbers provided pursuant to this Agreement. Only full blocks of 100 numbers will be provided. Number blocks are used in association with end office interconnection facilities obtained by AIRPEAK. AIRPEAK is solely responsible for the costs of interconnection facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the sole compensation to AIRPEAK for Reciprocal Compensation Traffic terminating to AIRPEAK over this interconnection arrangement. It applies per month, per DS0 trunk or equivalent.

¹ All rates and charges specified herein are pertaining to the Interconnection Attachment.

² A CCS busy hour equivalent of 200,000 combined minutes of use.

∇Oregon Docket, UM #844

III. OREGON COLLOCATION RATES

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.54
Minor Augment Fee	per occurrence	NRC	199.42
Access Card Administration (New/Replacement)	per card	NRC	21.01
Cage Grounding Bar	per bar	NRC	1,423.10
DC Power			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	16.89
Overhead Superstructure	per project	NRC	2,371.98
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	75.43
Facility Cable Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61
Fiber Cable Splice			
Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80
BITS Timing	per project	NRC	288.07
<u>Monthly Recurring Prices</u>			
Caged Floor Space including Shared Access Area	per sq ft	MRC	2.31
DC Power	per load amp	MRC	9.68
Building Modification	per request	MRC	119.66
Environmental Conditioning	per load amp	MRC	1.55
Facility Termination			
DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per DS3	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88
Cable Rack Space - Metallic	per cable run	MRC	0.34
Cable Rack Space - Fiber	per innerduct ft	MRC	0.01
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.50
Manhole Space - Fiber	per project	MRC	2.92
Subduct Space - Fiber	per lin ft	MRC	0.02
Cable Vault Splice			
Fiber Cable - 48 Fiber			

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Material	per splice	MRC	5.58
Fiber Cable - 96 Fiber			
Material	per splice	MRC	15.94
BITS Timing	per occurrence	MRC	6.15

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Engineering Costs

Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.54
Minor Augment Fee	per occurrence	NRC	199.42

Access Card Administration (New/Replacement)	per card	NRC	21.01
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DC Power

Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	16.89

Overhead Superstructure	per project	NRC	2,371.98
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Facility Cable or Fiber Optic Patchcord Pull/Termination

Engineering	per project	NRC	75.43
Facility Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12

Fiber Cable Pull

Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61

Fiber Cable Splice

Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80

BITS Timing	per project	NRC	288.07
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Monthly Recurring Prices

Relay Rack Floor Space	per lin ft	MRC	9.83
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DC Power	per load amp	MRC	9.68
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Building Modification	per request	MRC	119.66
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Environmental Conditioning	per load amp	MRC	1.55
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Facility Termination

DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per DS3	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88

Cable Rack Space - Metallic	per cable run	MRC	0.34
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Cable Rack Space - Fiber	per innerduct ft	MRC	0.01
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Fiber Optic Patchcord Duct Space	per cable run	MRC	0.50
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Manhole Space - Fiber	per project	MRC	2.92
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Subduct Space - Fiber	per lin ft	MRC	0.02
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Cable Vault Splice

Fiber Cable - 48 Fiber			
Material	per splice	MRC	5.58

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Fiber Cable - 96 Fiber Material	per splice	MRC	15.94
BITS Timing	per occurrence	MRC	6.15

ADJACENT COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Engineering Fee	per occurrence	NRC	\$958.00
Facility Pull	1 lin ft	NRC	1.04
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	4.16
Unconnectorized	per 100 pr	NRC	41.61
DS1 Cable			
Connectorized	per 28 pr	NRC	1.04
Unconnectorized	per 28 pr	NRC	31.21
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	1.04
Unconnectorized	per DS3	NRC	10.40
Fiber	per fiber term	NRC	56.80

Monthly Recurring Prices

Facility Termination			
DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per coaxial	MRC	6.59
Cable Vault Space			
Fiber Cable - 48 fiber			
Space Utilization	per subduct	MRC	0.62
Fiber Cable - 96 fiber			
Space Utilization	per subduct	MRC	0.62
Cable Rack Space			
Metallic DSO	1 lin ft	MRC	0.01
Metallic DS1	1 lin ft	MRC	0.01
Fiber	per innerduct ft	MRC	0.01
Coaxial	1 lin ft	MRC	0.01

VIRTUAL COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Engineering Costs

Engineering/Major Augment Fee	per occurrence	NRC	557.81
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Equipment Installation

	per quarter rack	NRC	3,474.25
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Software Upgrades

	per base unit	NRC	96.08
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Card Installation

	per card	NRC	223.73
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DC Power

Engineering	per project	NRC	75.43
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Cable Pull/Termination	per cable	NRC	1341.62
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Ground Wire	per wire	NRC	16.89
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Facility Cable or Fiber Optic Patchcord Pull/Termination

Engineering	per project	NRC	75.43
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Facility Cable Pull	per cable run	NRC	210.08
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Fiber Optic Patchcord Pull	per cable run	NRC	207.20
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DS0 Cable Termination	per 100 pair	NRC	4.16
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DS1 Cable Termination	per 28 pair	NRC	1.04
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DS3 Coaxial Cable Termination	per termination	NRC	1.04
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(Preconnectorized)			
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DS3 Coaxial Cable Termination	per termination	NRC	10.40
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(Unconnectorized)			
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Fiber Optic Patchcord Termination	per termination	NRC	1.12
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Fiber Cable Pull

Engineering	per project	NRC	606.30
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Place Innerduct	per lin ft	NRC	1.63
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Pull Cable	per lin ft	NRC	0.72
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Cable Fire Retardant	per occurrence	NRC	41.61
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Fiber Cable Splice

Engineering	per project	NRC	30.32
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Splice Cable	per fiber	NRC	56.80
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BITS Timing

	per project	NRC	288.07
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Monthly Recurring Prices

Equipment Maintenance

	per quarter rack	MRC	71.53
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DC Power

	per load amp	MRC	9.68
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Environmental Conditioning

	per load amp	MRC	1.55
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Facility Termination

DS0	per 100 pr	MRC	2.27
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DS1	per 28 pr	MRC	9.55
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DS3	per DS3	MRC	6.59
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Fiber Optic Patchcord	per connector	MRC	0.88
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Cable Rack Space - Metallic

	per cable run	MRC	0.34
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Cable Rack Space - Fiber

	per innerduct ft	MRC	0.01
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Fiber Optic Patchcord Duct Space

	per cable run	MRC	0.50
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Manhole Space - Fiber

	per project	MRC	2.92
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Subduct Space - Fiber

	per lin ft	MRC	0.02
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Cable Vault Splice

Fiber Cable - 48 Fiber

Material	per splice	MRC	5.58
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VIRTUAL COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Fiber Cable - 96 Fiber			
Material	per splice	MRC	15.94
BITS Timing	per occurrence	MRC	6.15

MICROWAVE COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Augment Fee	per occurrence	NRC	998.92
Facility Pull			
Engineering	per project	NRC	75.43
Labor	per linear ft	NRC	1.12
Building Penetration for Microwave Cable	per occurrence	NRC	ICB
Special Work for Microwave	per occurrence	NRC	ICB

Monthly Recurring Prices

Rooftop Space	per sq ft	MRC	3.33
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DEDICATED TRANSIT SERVICE COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

DS0

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	7.17
Service Connection - Provisioning	per order	NRC	64.95

DS1/DS3/Dark Fiber

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	17.57
Service Connection - Provisioning	per order	NRC	78.57

Lit Fiber

ICB

MISCELLANEOUS COLLOCATION SERVICES			
Elements	Increment	NRC / MRC	Rate

Elements	Increment	NRC / MRC	Rate
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Labor:

	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		

Labor Rates:

Basic Time, Business Day, Per Technician

First Half Hour or Fraction Thereof		NRC	\$42.83
Each Additional Half Hour or Fraction Thereof		NRC	21.41

Overtime, Outside the Business Day

First Half Hour or Fraction Thereof		NRC	100.00
Each Additional Half Hour or Fraction Thereof		NRC	75.00

Prem. Time, Outside Business Day, Per Tech

First Half Hour or Fraction Thereof		NRC	150.00
Each Additional Half Hour or Fraction Thereof		NRC	125.00

Cable Material

Facility Cable-DS0 Cable (Connectorized) 100 pair	per cable run	NRC	308.70
Facility Cable-DS1 Cable (Connectorized)	per cable run	NRC	286.62
Facility Cable-DS3 Coaxial Cable	per cable run	NRC	77.75
Fiber Optic Patchcord - 24 Fiber (Connectorized)	per cable run	NRC	775.15
Power Cable-Wire Power 1/0	per cable run	NRC	86.65
Power Cable-Wire Power 2/0	per cable run	NRC	125.63
Power Cable-Wire Power 3/0	per cable run	NRC	138.57
Power Cable-Wire Power 4/0	per cable run	NRC	171.34
Power Cable-Wire Power 350 MCM	per cable run	NRC	292.92
Power Cable-Wire Power 500 MCM	per cable run	NRC	408.24
Power Cable-Wire Power 750 MCM	per cable run	NRC	628.09
Facility Cable - Category 5 Connectorized	per linear ft	NRC	1.02

Collocation Space Report

	per premise	NRC	974.02
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DESCRIPTION AND APPLICATION OF RATE ELEMENTS

Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity:

Engineering/Major Augment Fee. The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

Engineering/Major Augment Fee (Microwave Only). The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

Minor Augment Fee. The Minor Augment Fee applies for each minor augment request of an Existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Access Card Administration. The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

Cage Grounding Bar. The Cage Grounding Bar rate recovers the material and labor costs to provision a ground bar, including necessary ground wire, in the collocator's cage.

BITS Timing. The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

Overhead Superstructure. The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover Verizon's engineering, material, and installation costs for extending dedicated overhead superstructure.

Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering. The Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable or fiber patchcord) from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

Facility Pull. The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Cable Termination. The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Fiber Cable Pull-Engineering. The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into Verizon's central office.

Fiber Cable Pull-Place Innerduct The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

Fiber Cable Pull-Labor. This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into Verizon's central office.

Fiber Cable Pull-Fire Retardant. This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination is applied per fiber cable termination and recovers the labor cost to terminate the fiber optic patchcord cable.

Fiber Splice-Engineering. The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

Fiber Splice. The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

DC Power. Non-recurring charges for DC Power are applied for each caged, cageless, and virtual collocation application and major DC Power augments to existing arrangements. These charges recover Verizon's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC Power feed will require two (2) cables.

Cable Material Charges. The CLEC has the option of providing its own cable or Verizon may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless, and virtual collocation arrangements. If Verizon provides these cables, the applicable Cable Material Charge will be charged.

Adjacent Engineering Fee. The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

Adjacent Facility Pull-Labor. This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

Adjacent Fiber Cable Termination. This charge covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.

Collocation Space Report. When requested by a CLEC, Verizon will submit a report that indicates Verizon's available collocation space in a particular premise. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premise, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that Verizon is taking to make additional space available for collocation.

Miscellaneous Services Labor. Additional labor, if required, by Verizon to complete a collocation request, disconnect collocation power cables, remove collocation equipments, or perform inventory services for CLECs.

Facility Pull (Microwave Only). The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

Building Penetration for Microwave Cable. The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

Special Work for Microwave. The costs incurred by Verizon for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

Virtual Equipment Installation. The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by Verizon for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

Virtual Software Upgrade. The Virtual Software Upgrade charge is applied per base unit when Verizon, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

Virtual Card Installation. The Virtual Card Installation charge is applied per card when Verizon, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

Dedicated Transit Service (DTS) Service Order Charge. Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

Dedicated Transit Service (DTS) – Service Connection CO Wiring. Applied per DTS circuit to the requesting CLEC for recovery of DTS jumper material, wiring, service turn-up for DS0, DS1, DS3, and dark fiber circuits.

Dedicated Transit Service (DTS) – Service Connection Provisioning. Applied per DTS order to the request CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3, and dark fiber circuits for DTS.

Monthly Recurring Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

Caged Floor Space. Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

Relay Rack Floor Space. The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

Cable Subduct Space-Manhole. This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

Cable Subduct Space. The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

Fiber Cable Vault Splice. The Fiber Cable Vault Splice charge applies per splice and covers the space and material cost associated with the CLEC's fiber cable splice within Verizon's cable vault.

Cable Rack Space-Metallic. The Cable Space-Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within Verizon.

Cable Rack Space-Fiber. The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within Verizon's cable rack system.

Fiber Optic Patchcord Duct Space. The Fiber Optic Duct Space rate element is applied per cable run and recovers the cost for the central office duct space occupied by the fiber optic patchcord cable.

DC Power. The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

Facility Termination. This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

BITS Timing. The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

Building Modification. The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in Verizon's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

Environmental Conditioning. The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the

CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in Verizon's premises.

Adjacent Cable Vault Space. The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

Adjacent Cable Rack Space. This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

Microwave Rooftop Space. Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

Virtual Equipment Maintenance. The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.