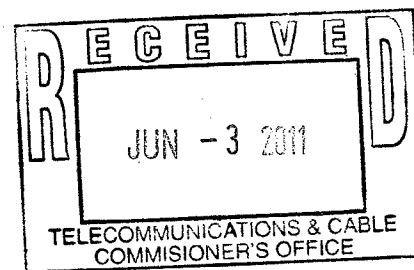




OTTcommunications

June 1, 2011



Via U.S. Mail

Catrice C. Williams, Secretary
Department of Telecommunications and Cable
1000 Washington Street, Suite 820
Boston, MA 02118-6500

**Re: Interconnection Agreement between Comcast Phone of
Massachusetts, Inc. d/b/a Comcast Digital Phone and The Granby
Telephone and Telegraph Company of Massachusetts, Inc. d/b/a
OTT Communications**

Dear Secretary Williams:

Enclosed please find an original and three copies of the Interconnection agreement between Comcast Phone of Massachusetts, Inc. d/b/a Comcast Digital Phone ("Comcast") and The Granby Telephone and Telegraph Company of Massachusetts, Inc. d/b/a OTT Communications ("OTT"). An electronic version has also been filed for your review.

In accordance with §252 (e) of the Telecommunications Act of 1996 ("Act"), OTT is herewith filing an Interconnection agreement between OTT and Comcast governing interconnection arrangements in the Commonwealth of Massachusetts. The agreement is being submitted for approval under §252(e)(1) and (e)(2) of the Act. Section 252(e)(4) of the Act provides that, if a state agency does not act to approve or reject an agreement reached by negotiation within 90 days following the filing, it shall be deemed approved.

Questions that the Department or interested persons may have regarding the filing should be direct to me or to Comcast's representative. The address and phone number of Comcast's representative is:

Robert Munoz
Director, Regulatory Compliance
One Comcast Center, 50th Floor
Philadelphia, PA 19103
Tel: 215-286-2627

OTT communications
900D Hammond Street
Bangor, Maine 04401



OTT communications

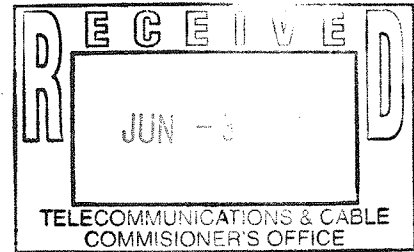
Please date stamp the enclosed copy of this letter and return it to me in the self addressed envelope. If you have any questions regarding this letter, you may reach me at (207) 992-9920.

Sincerely,

Trina M. Bragdon
OTT Communications

cc: Michael A. Isenberg, Director
Robert Munoz, Director

COPY



INTERCONNECTION AGREEMENT

BETWEEN

COMCAST PHONE OF MASSACHUSETTES, INC d/b/a COMCAST

DIGITAL PHONE

AND

**THE GRANBY TELEPHONE AND TELEGRAPH COMPANY OF
MASSACHUSETTS, INC. d/b/a OTT COMMUNICATIONS**

MAY 4, 2011

TABLE OF CONTENTS

	Page
1. Purpose	1
2. Term of the Agreement.....	1
3. Termination of the Agreement.....	2
4. Contact Information.....	3
5. Amendments.....	3
6. Assignment.....	3
7. Authority.....	4
8. Responsibility for Payment.....	4
9. Billing and Payment	5
10. Compliance with Laws and Regulations	8
11. Confidential Information	8
13. Fraud.....	9
13. Dispute Resolution	9
14. Entire Agreement.....	10
15. Expenses.....	11
16. Force Majeure.....	11
17. Good Faith Performance.....	11
18. Governing Law	11
19. Headings.....	11
20. Independent Contractor Relationship.....	11
21. Law Enforcement Interface.....	12
22. Liability and Indemnity.....	12
23. Joint Work Product.....	14
24. Multiple Counterparts	14
25. No Third Party Beneficiaries	14
26. Notices.....	15
27. Impairment of Service	16
28. Change in Law.....	16
29. Regulatory Approval	17
30. Taxes and Fees	17
31. Trademarks and Trade Names	17
32. Non-Waiver	17
33. Referenced Documents.....	17
34. Responsibility for Third Party Traffic.....	18
GLOSSARY	19
ATTACHMENTS	25
INTERCONNECTION ATTACHMENT	25
NUMBER PORTABILITY ATTACHMENT	34
ANCILLARY SERVICES ATTACHMENT.....	36
PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR ATTACHMENT	43
PRICING ATTACHMENT	48

INTERCONNECTION AGREEMENT

May 4, 2011

THIS INTERCONNECTION AGREEMENT ("Agreement"), dated as of the date stated above, is by and between Comcast Phone of Massachusetts, Inc. d/b/a Comcast Digital Phone ("CLEC") with offices at 1701 JFK Boulevard, Philadelphia, PA 19103 and The Granby Telephone and Telegraph Company of Massachusetts, Inc. d/b/a OTT Communications, with offices at 56 campus Drive, New Gloucester, Maine 04260 ("ILEC"). This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WHEREAS, ILEC is an Incumbent Local Exchange Carrier authorized to provide Telecommunications Services in various exchanges in the State of Massachusetts (the "ILEC's Service Territory"); and

WHEREAS, CLEC is or seeks to become a Competitive Local Exchange Carrier authorized to provide Telecommunications Services in the ILEC's Service Territory; and

WHEREAS, the Parties wish to interconnect their facilities and exchange Telecommunications Traffic to fulfill their obligations pursuant to Sections 251(a) and (b) of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

1. Purpose

- 1.1. The rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under Sections 251(a) and (b) of the Act. The term "this Agreement" shall include all Attachments and all future amendments, modifications, and supplements.
- 1.2. ILEC has no obligation to establish interconnection service arrangements to enable CLEC to exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for purposes of exchanging Telecommunications Traffic, that it does not intend to use this arrangement for exchanging InterLATA Traffic and that any exchange of InterLATA Traffic will be incidental and minor.

2. Term and Termination of the Agreement

- 2.1. This Agreement shall become effective (the "Effective Date") upon final approval by the Commission.
- 2.2. The Parties agree to the provisions of this Agreement for an initial term of two (2) years from the Effective Date of this Agreement (the "Initial Term"). The Agreement shall continue in full force and effect unless terminated or modified pursuant to the terms and conditions of this Agreement.

- 2.3. Either Party may terminate this Agreement upon the expiration of the Initial Term or at anytime thereafter. The Party desiring termination shall provide written notice to the other Party at least four (4) months prior to the date of termination (“Notice of Termination”).
- 2.4. If either Party provides Notice of Termination pursuant to Section 2.3 and, on or before the noticed date of termination, either Party requests negotiation of a new interconnection agreement pursuant to Sections 251 and 252 of the Act, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between CLEC and ILEC; or, (b) the issuance of an order, whether or not a final non-appealable order, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in an arbitration or mediation request. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with Section 3 (“Termination Upon Default”).
- 2.5. Intentionally left blank.
- 2.6. Upon the noticed date of termination of this Agreement pursuant to Section 2.3, if neither Party has requested negotiation of a new interconnection agreement pursuant to Section 2.4, ILEC shall continue to offer services to CLEC pursuant to (i) applicable tariff(s) approved by the Commission and made generally available to other Local Exchange Carriers; or (ii) terms and conditions available under Section 252(i) of the Act, if elected by CLEC. If CLEC elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by CLEC under Section 252(i). The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with Section 3 (“Termination Upon Default”).

3. Termination upon Default

3.1. Termination Upon Default

Either Party may terminate this Agreement, in whole or in part, in the event of a default by the other Party; provided however, that, if the default is for a reason other than the payment of monies, the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof, unless the Parties mutually agree in writing on an extension of time to cure, provided that the defaulting Party commences to cure such failure within sixty (60) calendar days of receipt of default notice. Default means any one or more of the following:

- 3.1.1. A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party and, in the case of an involuntary

proceeding against a Party, which proceeding has not been lifted within thirty (30) days; or

3.1.2. A Party's refusal or failure to pay any undisputed monies when due or in any other material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

3.1.3. A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Agreement.

3.2. Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contact Information

The Parties agree to exchange and to update contact and referral information for all purposes herein, including, but not limited to, order inquiry, number porting, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, it will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed, provided that either Party may assign this Agreement to a corporate Affiliate or to an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of

an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, successors in interest, and assigns.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that it has had the opportunity to consult with legal counsel of its choosing.

8. Responsibility for Payment

The Parties will render to the other monthly bill(s) for interconnection and facilities provided hereunder at the rates set forth in the Pricing Attachment of this Agreement. Each Party shall pay bills in accordance with the terms of this Agreement. In the event that a Party defaults on its payment obligation to the other Party as provided in Section 9, the other Party's service to the defaulting Party will be terminated in accordance with state and federal law and the provisions of this Agreement and any security deposits held will be applied to the outstanding balance owed by the defaulting Party to the billing Party.

8.1. Assurance of Payment

ILEC may, in order to safeguard its interests, require the CLEC which has (i) a proven history of late payments, defined as two (2) consecutive late payments of undisputed charges within a twelve (12) month period, or (ii) does not have established credit to make a deposit, prior to or at any time after the provision of service, to be held by the ILEC as a guarantee of the payment of rates and charges. For purposes of this Agreement "established credit" shall mean the CLEC (i) cannot demonstrate a history of creditworthiness; (ii) has sought a voluntary receivership or bankruptcy; or (iii) admits its inability to pay debts as debts become due. Such deposit may not exceed two (2) months anticipated charges (including, but not limited to, recurring, non-recurring, termination charges and advance payments), as reasonably determined by ILEC, for the interconnection or any other functions, facilities, products or services to be furnished by ILEC under this Agreement.

8.1.1. Such security deposit shall be a cash deposit or other form of security acceptable to ILEC. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. If CLEC establishes a consecutive twelve (12) month prompt payment history and then requests ILEC to review CLEC's credit risk status and if the review determines that CLEC

is no longer a credit risk, or if this Agreement is terminated, the deposit will be applied to CLEC's account or refunded as may be requested by CLEC.

- 8.1.2. If a security deposit is required, such security deposit shall be made prior to the activation of service or, if required after activation of service, within thirty (30) days of the request for such security deposit.
- 8.1.3. The fact that a security deposit has been provided in no way relieves CLEC from complying with ILEC's regulations as to advance payments and the prompt payment of charges pursuant to this Agreement nor does it constitute a waiver or modification of the regular practices of ILEC providing for the discontinuance of service for non-payment of any undisputed charges due ILEC.
- 8.1.4. ILEC reserves the right to increase the security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit; if CLEC fails to make timely payment of any billed amounts which have not been disputed or if there is a change in CLEC's established credit as defined in Section 8.1.
- 8.1.5. In the event that CLEC is in breach of this Agreement, service to CLEC may be terminated by ILEC and any security deposits may be applied to its account and ILEC may pursue any other remedies available at law or equity.
- 8.1.6. In the case of a cash deposit, it shall not bear interest to the CLEC unless required by applicable Massachusetts law or regulation.
- 8.2. ILEC may, but is not obligated to, draw on the cash deposit, as applicable, upon the occurrence of any one of the following events.
 - 8.2.1. CLEC fails to timely pay any amount when due, admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U. S. Bankruptcy Code or any other law relating to insolvency, reorganization, wind-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; or
 - 8.2.2. The expiration or termination of this Agreement if balances due ILEC remain unpaid.

9. Billing and Payment

- 9.1. In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges as set forth in this Agreement. The Party billed ("Billed Party") shall pay to the invoicing Party

("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made by the subsequent business day. Neither Party shall back-bill the other Party for services provided under this Agreement that are more than twelve (12) months old or that predate this Agreement. If a Party fails to bill for a service within twelve (12) months of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party. NOTE: a Party is obligated to pay under the terms of a Tariff so should not reference it here.

9.1.1. Any amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable Massachusetts law.

9.2. Billing Disputes

9.2.1. Neither Party shall dispute any amount billed by the Other Party (whether paid or unpaid) more than twelve (12) months from the date of the initial invoice for the charge to be disputed. If a Party fails to dispute a charge within twelve (12) months of the bill date of the initial invoice for that charge, then that Party waives its rights to dispute that charge (and /or payment of that charge), absent fraud or willful misconduct by the Billing Party. Within said twelve (12) month period the Billed Party shall give written notice to the Billing Party of the invoice involved and the amount it disputes (the "Disputed Amount"). Within one (1) month of filing the dispute the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party pursuant to Section 9.1. The Parties will work together in good faith to resolve issues relating to any Disputed Amount.

9.2.2. If the dispute is resolved such that payment of some amount is required from the Billed Party, the Billed Party shall pay within sixty (60) days of the resolution of such dispute such required amounts with interest from the original due date at the rate specified in subparagraph 9.1.1, above.

9.2.3. If the dispute is resolved such that both (i) payment of some or all of the Disputed Amount is not required, and (ii) the Billing Party is required to refund some amount to the Billed Party, the Billing Party will issue the Billed Party an appropriate credit on its next invoice following the date of resolution of the dispute, together with interest from the date payment was received at the rate specified in subparagraph 9.1.1, above.

9.2.4. Any dispute concerning whether a Disputed Amount is due that the Parties cannot resolve by working together in good faith shall be resolved in

accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.3. Consequences of Failure to Make Timely Payment

- 9.3.1. If a payment is not made when due pursuant to the terms of this Agreement and the Billing Party wants to invoke the remedies in this Section 9.3.1, the Billing Party shall send written notice (the "Failure to Pay Notice") to the Billed Party that provides the following:
- 9.3.1.1. notice that if payment of undisputed amounts is not made within fifteen (15) days of the date of this Failure to Pay Notice, the Billing Party will stop servicing all pending service orders from the Billed Party, will stop accepting new service orders from the Billed Party, and a security deposit may be required pursuant to Section 8.1; and
 - 9.3.1.2. notice that if payment of undisputed amounts is not made within forty-five (45) days of the date of this Failure to Pay Notice, the Billing Party will suspend all services provided under this Agreement; and
 - 9.3.1.3. notice that if payment of undisputed amounts is not made within seventy-five (75) days of the date of this Failure to Pay Notice, the Billing Party will terminate this Agreement, subject to Commission rules for termination of services provided under this Agreement.
 - 9.3.1.4. Prior to invoking remedies in Sections 9.3.1.2 and 9.3.1.3, the Billing Party will provide an additional fifteen (15) day written notice of its intent to invoke these remedies.
- 9.3.2. Following the sending of the Failure to Pay Notice, the Billing Party shall be free to take any or all of the above described actions if the full amount due is not paid prior to the expiration of the applicable period(s).
- 9.3.3. These consequences shall apply only to the non-payment of undisputed charges that are past due. Any unpaid charge that is disputed pursuant to subparagraph 9.2, above, does not become past due, if at all, until expiration of the time period for payment following resolution of the dispute.

9.4. Audits

Either Party may conduct an audit of the other Party's billing data and invoices pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing data and invoicing in accordance with this Agreement provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill

containing said record information was issued. Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules

9.5. Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network: however, each Party may use alternative methods to record and/or validate terminating usage, such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

11.1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (collectively the "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information

requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

- 11.2. If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law provided that the Disclosing Party has been provided with written notice under this Section 11.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's end-users or on the other Party's End-User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

13. Dispute Resolution

The Parties desire to resolve disputes arising out of, or relating to, this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 13.1. **Informal Resolution of Disputes.** At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in resolving the dispute. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered and, if otherwise admissible, be admitted in evidence in any arbitration or lawsuit.
- 13.2. **Formal Dispute Resolution.** If the informal process fails to produce an agreeable resolution within sixty (60) days, then the dispute shall be resolved exclusively by binding arbitration before the Commission or, if the Commission should decline to hear, or unreasonably delay in hearing, the dispute, then before a single arbitrator. Unless the Parties agree otherwise, such arbitration by a single arbitrator shall be held in Massachusetts before, and pursuant to the rules of, the American Arbitration Association. Litigation shall be used only (a) for an injunction or other similar relief, or (b) to enforce any arbitration results. Both Parties consent to the exclusive use of binding arbitration, with the limited use of litigation for only the two reasons specified above. The Parties shall equally split the fees and costs of any arbitrator, expert, or facilitator appointed by the Commission or of any single arbitrator, unless the Commission (or its designee) or arbitrator orders otherwise.
- 13.3. **Continuous Service.** The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure (except as provided in Section 9.3 or otherwise provided in this Agreement) and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement, together with all applicable attachments, exhibits, schedules, and addenda, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, discussions, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any terms of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

17. Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Massachusetts and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC other than that of interconnecting carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party's End-Users Customers or other third parties.

21. Law Enforcement Interface

- 21.1. With respect to requests for call content interception or call information interception directed to a Party for the End-User Customer, the other Party will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End-User Customer of the other Party, the Party initially contacted shall direct the agency to the other Party if appropriate.
- 21.2. Notwithstanding the preceding subparagraph, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1. DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.2. Indemnification

22.2.1. Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (the “Indemnified Party”) from and against claims for loss, cost, liability, damage, and expense (including reasonable attorneys’ fees) (“Claims”) by End-User Customers of the Indemnifying Party and other third persons, for:

- 22.2.1.1. damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, its employees, agents or contractors; and
- 22.2.1.2. libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party’s facilities arising from the Indemnifying Party’s facilities and originated by the Indemnifying Party or one of its End-User Customers; and
- 22.2.1.3. claims for infringement of patents arising from combining the Indemnified Party’s facilities or services with, or the using of the

