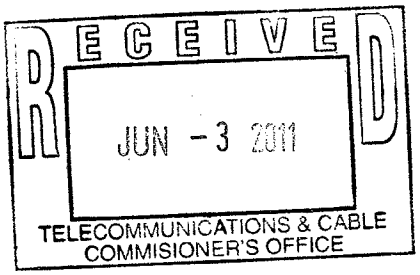


OTTcommunications



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

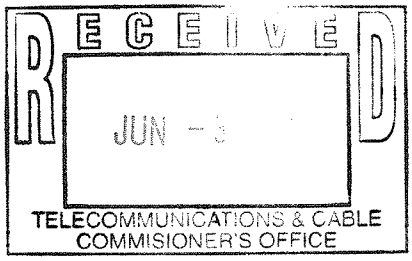
Please date stamp the enclosed copy of this letter and return it to me in the self addressed envelope. If you have any questions regarding this letter, you may reach me at (207) 992-9920.

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

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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 Section11.2 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

Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

22.2.2. A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of, or in connection with the negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

22.2.3. Notwithstanding this indemnification provision or any other provisions in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section 22.3.3 of this Agreement.

22.2.4. The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End-User Customers or other third persons for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and will promptly assume the defense of such Claim.

22.2.4.1. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after not less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

22.2.4.2. The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified Party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the Indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnified Party from or against any Claims in excess of the amount of the refused compromise or settlement.

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

22.3. Limitation of Liability

22.3.1. Except for a Party's indemnification obligations under Section 22.2, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages

arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.3.2. Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.4. Intellectual Property

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 based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

23. Joint Work Product

This Agreement 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. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another,

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 of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. 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.

26. Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service or (iii) mailed, postage prepaid, certified mail, return receipt to the addresses of the Parties as reflected below. Notice may also be sent by e-mail to the following email addresses of the Parties so long as a hard copy of such notice is also sent by one of the aforementioned delivery methods.

To: **CLEC**

Andrew Fisher
Sr. Counsel
One Comcast Center, 50th Floor
Philadelphia, PA 19103
Tel: 215-286-3039
Email: andrew_fisher@comcast.com

With a copy to:

Beth Choroser
Executive Director of Regulatory Compliance
One Comcast Center, 50th Floor
Philadelphia, PA 19103
Tel: 215-286-7893
Email: beth_choroser@comcast.com

To: **ILEC**

Ed Tisdale
Senior Vice President
OTT Communications
56 Campus Drive
New Gloucester, ME 04260
Tel: 207-688-8270
Email: ed.tisdale@ottcommunications.com

With a copy to:

Trina Bragdon
Director of Legal Affairs
900D Hammond Street
Bangor, Maine 04401
Tel: 207-992-9920
Email:trina.bragdon@ottcommunications.com

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

Notices regarding billing or payment matters are to also be sent to:

To: **CLEC**	To: **ILEC**
John Blimmel Director, Business Operations Comcast 183 Inverness Drive West Englewood, CO 80112 John_Blimmel@comcast.cable.com	Ed Tisdale Senior Vice President OTT Communications 56 Campus Dr. New Gloucester, ME 04260 Ed.Tisdale@ottcommunications.com

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the other Party's facilities or create hazards to the employees of the other Party or to the public.

28. Change in Law

28.1. The Parties enter into this Agreement without prejudice to any positions they have taken previously or may take in the future in any legislative, regulatory, judicial, or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement, provided, however, that this Agreement shall remain binding on the Parties.

28.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of (i) any final, effective, unstayed, amendment to the Act (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule or regulation, (iv) any final, non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to pricing, terms and conditions of this Agreement, any of which establishes additional Applicable Rules or revises, modifies or reverses the Applicable Rules (individually and collectively "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be discussed in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions agreed by the Parties to reflect each such Amended Rule.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and discuss in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

30. Taxes and Fees

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or levied against or upon the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide such resale or tax exemption certificate within sixty (60) days of notice of the claimed exemption will result in no exemption being available to the purchasing Party.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use.

32. Non-Waiver

Failure of either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

33. Referenced Documents

Upon review and mutual acceptance of the terms therein, and except where such handbooks/documentation/web information (a) conflicts with contract language; (b) adds charges not covered in this Agreement's Pricing Attachment; (c) establishes unreasonable restrictions or demands; or (d) conflicts with applicable law, each Party will use the other Party's operational handbooks or web-based procedures for interacting with one another (e.g., placing orders, handling maintenance issues, obtaining customer information). If provisions in or changes to the operational handbooks or web-based procedures of one

Party cause significant modifications to the other Party's ("Disputing Party") processes and are outside normal industry practice, the Disputing Party may raise the concern with the Party whose procedures have changed. The Parties agree to discuss options for minimizing the impact of the change on the Disputing Party and implementing such options if appropriate. Adherence by a Party to a provision of the other Party's handbooks or procedures shall not constitute a waiver of the right to object to such provision, or to pursue the dispute resolution process regarding such provision.

34. Responsibility for Third Party Traffic

All traffic delivered by one Party (the "Delivering Party") to the other Party (the "Receiving Party") under this Agreement, including traffic originated by End-User Customers of the Delivering Party, shall be deemed traffic of the Delivering Party who shall be responsible for all traffic as if such traffic had been originated by the Delivering Party, including payment of all costs and fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Comcast Phone of Massachusetts, Inc. d/b/a Comcast Digital Phone	**The Granby Telephone and Telegraph Co. of Massachusetts, Inc.**
By: M.J. Clancy	By: Ed Tisdale
Name: Mike Clancy	Name: Ed Tisdale
Title: VP Carrier Management	Title: Senior Vice President
Date: 5-24-2011	Date: 5/25/11

THE GRANBY TELEPHONE AND TELEGRAPH COMPANY OF MASSACHUSETTS, INC. D/B/A OTT COMMUNICATIONS
And COMCAST PHONE OF MASSACHUSETTS, INC. D/B/A COMCAST DIGITAL PHONE

GLOSSARY

to

INTERCONNECTION AGREEMENT

May 4, 2011

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions

2.1. ACCESS SERVICE REQUEST (ASR).

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.

2.2. ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3. AFFILIATE.

Shall have the meaning set forth in the Act.

2.4. APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.5. AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

2.6. CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7. 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.

2.8. 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 combination End Office/Tandem Office Switch.

2.9. COMMISSION.

Means the Massachusetts Department of Telecommunications and Cable.

2.10. COMMON CHANNEL SIGNALING (CCS).

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.

2.11. INTENTIONALLY LEFT BLANK

2.12. DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.13. DIGITAL SIGNAL LEVEL 3 (DS3).

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

2.14. DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.15. END OFFICE SWITCH OR END OFFICE.

A switch in which End-User Customer station loops are terminated for connection to trunks. The End-User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.16. END-USER CUSTOMER.

The residential or business subscriber that is the ultimate user of Telecommunications Services provided (i) directly to such subscriber by either of the Parties or (ii) by a wholesale customer of one of the Parties, where the service provided by such Party's wholesale customer is derived from a Telecommunications Service provided to such Party by the other Party.

2.17. END USER CUSTOMER LOCATION.

The physical location of the End-User Customer.

2.18. EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.19. FCC.

The Federal Communications Commission.

2.20. INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Has the meaning set forth in 47 U.S.C. Section 251(h)

2.21. INFORMATION SERVICE.

The term shall be as defined in the Act. 47 U.S.C. Section 153(20)

2.22. INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.23. INTERLATA TRAFFIC.

Telecommunications Traffic that originates in one LATA (as defined in the Act) and terminates in another LATA.

2.24. INTRALATA TOLL TRAFFIC.

Telecommunications Traffic that originates and terminates in the same LATA, excluding Local/EAS Traffic and ISP-Bound Traffic.

2.25. INTRALATA TRAFFIC.

Telecommunications traffic that originates and terminates in the same LATA, including but not limited to IntraLATA Toll, ISP-Bound, and Local/EAS Traffic.

2.26. INTENTIONALLY LEFT BLANK.

2.27. ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.28. ISP-BOUND TRAFFIC.

Traffic that originates from or is directed, either directly or indirectly, to or through an Internet Service Provider ("ISP") who is physically located in an area within the Local/EAS exchange of the originating End-User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End-User Customer's Local/EAS exchange will be considered switched toll traffic and subject to access charges.

2.29. JURISDICTIONAL INDICATOR PARAMETER (JIP).

A six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions. Reference Document ATIS-030001 1.

2.30. LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.31. LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.32. LOCAL/EAS TRAFFIC.

Any call that originates from an End-User Customer physically located in one Exchange (and who has a telephone number from the Rate Center that covers that physical location) and terminates to an End-User Customer physically located in either the same exchange, or other mandatory local calling area (e.g. EAS) associated with the originating End -User Customer's exchange (and who has a telephone number from the Rate Center that covers that physical location). The terms "Exchange" and "Extended Area Service (EAS)" shall be as defined in ILEC's Tariff.

2.33. LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.34. LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.35. NORTH AMERICAN NUMBERING PLAN (NANP).

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

2.36. NUMBERING PLAN AREA (NPA).

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

2.37. 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). Each NXX Code contains 10,000 station numbers.

2.38. POINT OF INTERCONNECTION (POI).

The mutually agreed upon and designated physical location(s) at which the Parties' exchange IntraLATA Traffic on a technically feasible point on ILEC's network. Each Party shall be responsible for all costs on its respective side of the POI.

2.39. RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission, and has been assigned a particular NPA/NXX code.

2.40. RATE CENTER.

The finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.41. SIGNALING SYSTEM 7 (SS7).

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). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.42. SUBSCRIPTION VERSION.

A time-sensitive or status-sensitive instance of a telephone number record that describes the data necessary to port the telephone number from one service provider to another. The data that a Subscription Version contains includes information such as the Old Service Provider and New Service Provider, routing, and due dates. This data is entered into the NPAC SMS database.

2.43. SWITCHED ACCESS.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic.

2.44 TARIFF.

Any applicable Federal or State Tariff of a Party or successor documents, as amended from time to time.

2.44. TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.45. TELECOMMUNICATIONS CARRIER.

Has the meaning set forth in 47 U.S.C. Section 153(44).

2.46. TELECOMMUNICATIONS SERVICE.

Has the meaning set forth in 47 U.S.C. Section 153(46).

2.47. TELECOMMUNICATIONS TRAFFIC.

Has the meaning set forth in 47 U.S.C. Section 251(b)(5).

2.48. TELEPHONE EXCHANGE SERVICE.

Has the meaning set forth in 47 U.S.C. Section 153 (47).

COMCAST – OTT AGREEMENT

INTERCONNECTION ATTACHMENT

to

INTERCONNECTION AGREEMENT

May 4, 2011

1. General

1.1. This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End-User Customer of either one Party or a customer of one of the Parties and is terminated to an End-User Customer of either the other Party or a customer of the other Party, where either the originating or terminating End-User Customer (or both) is physically located in the ILEC's Service Territory.

1.2. This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End-User Customers of the Parties pursuant to Section 251(a) and (b) of the Act and the compensation for such facilities and traffic exchange.

1.3. Rate Arbitrage

1.3.1. Each Party agrees that it will not knowingly provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on IntraLATA Interconnection Trunks (as defined below).

1.3.2. If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the IntraLATA Interconnection Trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End-User Customers or any entity to conduct Rate Arbitrage or that permits the End-User Customer or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the IntraLATA Interconnection Trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable charges to the other Party for all such traffic.

1.3.3. If either Party, through reasonable evaluation of its records, call information, traffic data or other information and in good faith determines Rate Arbitrage from the other Party, the Parties agree to invoke the Dispute Resolution provisions of this Agreement. Notwithstanding the foregoing, if any Party is found to be in violation of this Section 1.3, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay all applicable charges to the other Party for all such traffic.

1.4. Unless otherwise agreed by the Parties, which agreement shall not unreasonably be withheld, all InterLATA Traffic will be routed over separate trunks in accordance with Telcordia Traffic Routing Administration ("TRA") instructions and is not covered by this Agreement.

2. Physical Connection

2.1. The Parties shall exchange IntraLATA Traffic over an Indirect Interconnection or Direct Interconnection Facilities between their networks.

2.1.1. For an Indirect Interconnection, the Parties agree to exchange traffic with the other Party by transiting such traffic through a third party ILEC tandem until the monthly aggregate volume of such traffic exceeds a DS-1 equivalent for three (3) consecutive months ("Direct Interconnection Threshold"). Once the Direct Interconnection Threshold is satisfied, unless otherwise mutually agreed by both Parties, Direct Interconnection is mandatory. It is each Party's responsibility to enter into the appropriate transiting arrangements with such third party carrier to which both Parties' networks are directly interconnected.

2.1.2. For a Direct Interconnection, the Parties agree to physically connect their respective networks so as to exchange such IntraLATA Traffic, with the manner of interconnection mutually agreed by the Parties and the Point of Interconnection (POI) designated at a mutually agreeable and technically feasible point in ILEC's Service Territory on ILEC's network.

2.2. Each Party will be financially responsible for all facilities and traffic located on its side of the POI.

2.3. Direct Interconnection Facilities shall be provisioned as two-way interconnection trunks, where technically feasible.

2.4. ILEC and CLEC may utilize existing and/or new Direct Interconnection Facilities procured in any wireline capacity greater than a DS-1 for the mutual exchange of IntraLATA Traffic. By agreement of the Parties, separate trunks may be provisioned on the Direct Interconnection Facilities for IntraLATA Traffic and InterLATA Traffic.

2.5. Direct Interconnection Facilities

2.5.1. Trunk Types

2.5.1.1. IntraLATA Interconnection Trunks

2.5.1.1.1. Except as provided in Section 2.5.1.3, the Parties will establish a separate trunk group for the exchange of IntraLATA Traffic ("IntraLATA Interconnection Trunks") on the Direct Interconnection Facilities. The Parties agree that all IntraLATA Traffic exchanged between them will be on trunks exclusively dedicated to such traffic.

2.5.1.1.2. If the Parties' originated IntraLATA Traffic is exchanged utilizing the same two-way IntraLATA Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

2.5.1.2. InterLATA Traffic Trunks

Except as provided in Section 2.5.1.3, InterLATA Traffic shall not be routed on the IntraLATA Interconnection Trunks. Separate trunk groups for such InterLATA Traffic may be established on the Direct Interconnection Facility. Standard access compensation arrangements from the Parties' respective Tariffs will apply to all InterLATA Traffic.

2.5.1.3. Common IntraLATA Interconnection and InterLATA Traffic Trunks

The Parties may mutually agree not to require or provide separate IntraLATA Interconnection and InterLATA Traffic Trunks but may instead agree to allow and use common trunks that exchange all traffic. If so, the Parties shall insure that sufficient information is provided with each call to establish the proper jurisdiction of that call based on the physical locations of the calling and called parties.

2.5.2. Fiber Meet Point

2.5.2.1. Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at an interconnection point. If the Parties mutually agree to use a Fiber Meet Point, the Parties shall mutually agree on the POI for such Fiber Meet Point where the Parties physically interconnect their networks via an optical fiber interface.

2.5.2.2. If the Parties mutually agree to interconnect pursuant to a Fiber Meet Point, the Parties shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of IntraLATA Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. Each Party's fiber optic transmission equipment must be compatible with the other Party's equipment.

2.5.2.3. Each Party at its own expense shall procure, install and maintain the agreed-upon fiber optic equipment on its side of the Fiber Meet Point and neither Party shall charge the other Party for facilities and fiber optic equipment, including muxing, on its side of the Fiber Meet Point.

2.5.2.4. The Parties shall mutually agree upon and designate a POI within the ILEC's serving territory as a Fiber Meet Point. The ILEC shall make all necessary preparations to receive, allow, and enable CLEC to deliver its fiber optic facilities to the Fiber Meet Point with sufficient spare length to reach the fusion splice point at the Fiber Meet Point.

2.5.2.5. Each Party shall deliver and maintain its fiber strands wholly at its own expense. Upon request by either Party, the other Party shall allow access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

2.5.2.6. The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of its own fiber optic transmission system.

2.5.2.7. Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

2.5.3. Electrical Meet Point

2.5.3.1. Electrical Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an electrical interface (as opposed to an optical fiber interface) at an interconnection point. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at this POI.

2.5.3.2. If both Parties mutually agree to interconnect pursuant to an Electrical Meet Point, the Parties shall jointly engineer and operate the electrical transmission system. Each Party reserves the right to determine the equipment it employs for service.

2.5.3.3. Each Party at its own expense shall procure, install and maintain the agreed-upon transmission equipment in its network.

2.6. Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency, temporary equipment failure or as may be otherwise agreed based on utilization levels to handle overflow traffic. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem not under the case as described in this Section 2.6, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.

2.7. Facility Sizing: The Parties will mutually agree on the appropriate sizing of the transport facilities and on the number of trunks. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed upon quantities via an Access Service Request ("ASR").

2.8. If the methodology agreed to by the Parties requires ILEC to build new facilities (e.g. installing new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. Neither Party will construct facilities that require the other Party to build unnecessary facilities.

2.9. The CLEC shall be responsible for establishing for its customers 911 trunks with the designated 911 vendor. ILEC shall have no 911 responsibility for any of CLEC's customers. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable Tariff rates.

2.10. Interface Types: If the POI has an electrical interface, the interface will be DS1, DS3 or as otherwise mutually agreed upon by the Parties.

2.11. Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.

2.12. Equipment Additions: Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

3. Compensation

3.1. Facilities Compensation

3.1.1. For Direct Interconnection Facilities CLEC may utilize its own facilities or lease facilities from ILEC or from a third party to reach the POI. Whether CLEC utilizes its own or leased facilities, CLEC shall bear the full cost of the facility to the POI.

3.1.2. If CLEC chooses to lease Direct Interconnection Facilities from ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities at the rates contained in the Pricing Attachment of this Agreement.

3.1.3. Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI.

3.2. Traffic Termination Compensation

3.2.1. This Section 3.2 is expressly limited to the transport and termination of Local/EAS and ISP-Bound Traffic originated by and terminated to End-User Customers of the Parties in this Agreement. Both Parties agree that compensation for Local/EAS Traffic and ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.

3.2.2. Compensation for toll/access traffic will be in accordance with each Party's access Tariffs. The Parties agree that all traffic, other than ISP-Bound Traffic and Local/EAS Traffic, that is terminated on the public switched network, regardless of the technology used to originate or transport such traffic, including but not limited to calls that originate in IP format, will be assessed either interstate or intrastate terminating charges (based on the physical location of the calling and called parties) at the rates provided in the terminating Party's access Tariff.

4. Routing

4.1. Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

4.2. Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. Both Parties agree that as of the effective date of this Agreement they are not assigning telephone numbers from an NPA/NXX to an End-User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated ("Virtual NXX" or "VNXX" Service). Neither Party shall provide VNXX Services unless the Party providing such VNXX Service first notifies the other Party. Such notice shall include a percentage factor to reflect the amount of traffic that will be presumed to be VNXX Traffic and appropriate jurisdictional factors (subject to verification and modification under the audit provisions of this Agreement, as necessary).

4.3. Neither Party shall route un-translated traffic to service codes (e.g. 800, 888, and 900) over the IntraLATA Interconnection Trunks.

4.4. N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over the interconnected dedicated facilities.

5. Signaling

5.1. Accurate Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided. Accurate CPN is:

5.1.1. CPN that is a dialable working telephone number, that when dialed, will reach the End-User Customer to whom it is assigned, at that End-User Customer's Location.

5.1.2. CPN that has not been altered.

5.1.3. CPN that is the same as the originating number.

5.1.4. CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.

5.1.5. CPN that is assigned to an active End User Customer or valid administrative or test lines.

5.1.6. CPN that is associated with the Rate Center of the specific End-User Customer location.

5.2. If either Party fails to provide accurate CPN or JIP (i.e. valid originating information) on at least ninety-five percent (95%) of its total originating IntraLATA Traffic, then traffic sent to the other Party without valid originating information will be handled in the following manner. If the unidentified traffic is less than 5%, the unidentified traffic will be treated as having the same jurisdictional ratio as the identified traffic. If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to the receiving Party's applicable intrastate access charges. The Parties shall cooperate to determine the cause of failure to send CPN or JIP on at least ninety-five percent (95%) of the traffic on a consistent basis.

5.3. Signaling: The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks to facilitate full interoperability of all CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party. CLEC shall be responsible for all SS7 signaling connections and cost to get the information to ILEC's STP provider.

5.4. Signaling Parameters: ILEC and CLEC are required to provide each other with the proper industry standard signaling information (e.g. originating accurate CPN, JIP, and destination called party number, etc.) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Charge Number, etc. All privacy indicators will be honored. In addition, each Party agrees that it is responsible for

ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End-User Customer that originated and/or dialed the call.

5.5. Grade of Service: Each Party will provision their network to provide a designed blocking objective of a P.01.

6. Network Management:

6.1. Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic towards each other's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

6.2. Mass Calling: Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

If Mass Calling should occur that interferes with or disrupts the network or operations of either Party or any of its customers, such Party will notify the other Party that temporary choking-off or capping may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily choke-off or cap service forthwith, if such action is reasonable under the circumstances. In case of such temporary choking-off or capping, such Party will:

6.2.1. Promptly notify the other Party of such temporary choking-off or capping; and

6.2.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary choking-off or capping.

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

6.3.1. Promptly notify the other Party of such temporary discontinuance or refusal; and

6.3.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

COMCAST – OTT AGREEMENTNUMBER PORTABILITY ATTACHMENT
LOCAL NUMBER PORTABILITY

to

INTERCONNECTION AGREEMENT

May 4, 2011

1. General.

1.1. The Parties will offer local number portability (LNP) in accordance with the finalized and effective FCC rules and regulations regarding porting numbers between Telecommunications Carriers and associated North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture and current Industry Numbering Committee (INC) Central Office Code Assignment Guidelines associated with the effective FCC rules regarding LNP. The Parties will work cooperatively to implement any FCC ordered location portability in the timeline outlined in the order. If a Party acts as a numbering partner and ports on the behalf of a numbering partner that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.

1.2. The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN. If either Party's operations guidelines conflict with the FCC's rules and orders, the FCC's rules and orders will prevail

1.3. Nothing in this Agreement prohibits the Parties or a Party from agreeing with its customer to provide types of portability other than "service provider" portability. This agreement only addresses service provider portability and no other type of portability is currently agreed upon in this Agreement.

1.4. Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).

1.5. Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.6. N-1 Query. Neither Party offers default query service so non-queried calls will be returned to the N-1 carrier.

1.7. Porting of Reserved Numbers. End-User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End-User

Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.8. Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request.

1.9. The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.10. . A 10-digit trigger (i) initiates call queries to the AIN SS7 network in advance of the number being ported; and (ii) provides for the new service provider ("NSP") to be in control of when a number ports.

2. Obligations of Both Parties.

2.1. Each Party is responsible for creating or concurrence of Subscription Versions in the NPAC for telephone numbers ported into or out of its network.

2.2. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End-User Customer, the ported telephone number will be released back to the carrier who is the code holder or block holder.

2.3. Each Party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.4. Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.

2.5. Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.

2.6. Each Party shall abide by NANC and the Local Number Portability Administration Working Group provisioning and implementation processes.

2.7. The Party to which a customer ports shall become responsible for the End-User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when the End-User Customer's telephone number is ported to its switch.

COMCAST – OTT AGREEMENT

ANCILLARY SERVICES ATTACHMENT

to

INTERCONNECTION AGREEMENT

May 4, 2011

1. 911/E-911 Arrangements

1.1. ILEC utilizes the contractor hired by the State of Massachusetts for the provision of 911/E-911 services (the "911/E-911 Contractor"). The CLEC is responsible for connecting to the 911/E-911 Contractor and populating the 911/E-911 Contractor's database for all CLEC End-User Customers. All relations between the 911/E-911 Contractor and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of the 911/E-911 Contractor.

1.2. ILEC will not have any liability with respect to CLEC's provision of 911/E-911 services to CLEC's End-User Customers.

2. Telephone Relay Service

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End-User Customers.

3. Street Address Guide (SAG)

The 911/E-911 Contractor maintains the Street Address Guide ("SAG") for the geographic area of ILEC and therefore (a) ILEC has no responsibility to provide SAG to CLEC, and (b) CLEC must obtain SAG from the 911/E-911 Contractor.

4. Directory Listings and Directory Distribution

4.1. INTRODUCTION

4.1.1. If requested by CLEC, ILEC shall include listings, in any white page telephone directory ("WP") and, if applicable, yellow page telephone directory ("YP") that ILEC should publish (a "WP Directory" or "YP Directory" as applicable), of CLEC's End-User Customers who are physically located in ILEC's Service Territory or such wider geographic area as may be covered by such WP Directory (each an "Eligible CLEC End-User Customer). Nothing in this Paragraph 4 shall require ILEC to publish any such directory and ILEC can discontinue or modify any directory it publishes from time to time in its sole discretion.

4.1.2. The prices at which ILEC agrees to provide CLEC with WP Directory services are contained in the Pricing Attachment.

4.2. SERVICE PROVIDED

4.2.1. ILEC may publish from time to time one or more WP Directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC may also wish to include alphabetical listings information for its Eligible CLEC End-User Customers in the appropriate ILEC WP Directory.

4.2.2. CLEC may also desire distribution to its End-User Customers of the WP Directories that include listings of Eligible CLEC End-User Customers.

4.2.3. ILEC shall provide CLEC and its Eligible CLEC End-User Customers access to such WP and YP Directories under the following terms:

4.2.3.1. At no charge to CLEC, except as provided in paragraph 4.4.1.1, below, ILEC shall provide one (1) primary listing in each applicable WP Directory or YP Directory, as applicable, for each Eligible CLEC End-User Customer for whom CLEC has timely provided all necessary information. Such listing shall contain the same information in the same format as information provided in such directory for ILEC End-User Customers.

4.2.3.2. Within ten (10) days of a request by CLEC, ILEC will provide CLEC with the appropriate contact information for ILEC's directory publisher. ILEC may, in its sole discretion, select a different third party to publish its directories and will notify CLEC in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a change in publishers. Such notice will include contact information of the new directory publisher and any known changes that will impact the process by which CLEC's listings are to be included in the directory publication and distribution. The Parties shall, if applicable, negotiate promptly an amendment to this Agreement to reflect such changes. ILEC shall use reasonable efforts not to change directory publishers less than three (3) months prior to the date listing information is required for the annual publication of a directory, unless otherwise agreed to by the Parties.

4.2.3.3. CLEC agrees to timely supply directly to ILEC's directory publisher, all listing information for CLEC's End Users who wish to be listed in the ILEC's directory for the relevant ILEC operating area. CLEC listing information will be provided in a

flat file format, such as EXCEL or other standard format, at a time as prescribed by ILEC or its publisher. Inclusion of CLEC's End User listings in a given directory will be in accordance with the directory publisher's solely determined directory configuration, scope, and schedule, which will be provided by ILEC to CLEC, or, as directed by ILEC, its publisher, at least three (3) months prior to the directory submission due date if such directory publisher's directory configuration, scope, and schedule are communicated to ILEC at least three (3) months prior to such directory submission due date, and within three (3) business days of the directory publisher communicating such information to ILEC if such information is communicated less than three (3) months from the directory submission due date; or within ten (10) days of execution of this Agreement if such execution is less than three (3) months prior to the submission due date.

4.2.3.4. So long as CLEC provides listing information to ILEC's publisher as set forth herein, including without limitation, by the deadline established by the directory publisher and provided to CLEC, ILEC will direct its publisher to include basic White Pages and courtesy Yellow Pages listings in the ILEC directory. At no additional charge to CLEC or its End Users, ILEC agrees to include one basic White Pages listing for CLEC End Users located within the geographic scope of ILEC's White Page directory and a courtesy Yellow Pages listing for CLEC business End Users located within the geographical scope of the ILEC's Yellow Pages directory. ILEC will request that its publisher offer additional, designer and foreign listings upon CLEC request at rates that are nondiscriminatory and no higher than the standard rates charged to ILEC customers.

4.2.3.5. ILEC will direct its publisher that CLEC's End User listings are to be alphabetically interfiled with ILEC's subscriber listings of the WP and, for business End Users, YP directories. ILEC or its directory publisher will provide CLEC with a copy of the CLEC subscriber listings, as such subscriber listings will appear in the directories for CLEC's review prior to close date of the directory in the same manner and timeframe as provided by the publisher to ILEC, unless otherwise agreed by CLEC.

4.2.3.6. CLEC shall also provide to ILEC or at the direction of the ILEC to ILEC's publisher a separate list of CLEC End-User Customers to whom CLEC requests that ILEC deliver a

directory. CLEC shall review this verification list upon receipt and shall submit to ILEC any necessary additions, deletions or modifications no later than five (5) business days before the business office close date.

4.2.3.7. As requested by CLEC, ILEC will deliver to each CLEC End-User Customer identified in the list provided pursuant to paragraph 4.2.3.6 one (1) copy of ILEC's WP Directory and YP Directory in the same manner and at the same time that they are delivered to ILEC's subscribers during the annual delivery of newly published directories.

4.2.3.8. CLEC may also request, at least sixty (60) days prior to the business office directory close date, that a specified number of directories be delivered in bulk directly to CLEC at an address specified by CLEC. If so requested, ILEC shall deliver the requested number of directories to CLEC, at no charge, at the same time such directories are delivered to End-User Customers.

4.2.3.9. ILEC has no obligation to provide any additional directories above the directories provided to CLEC or CLEC End-User Customers after each annual distribution of newly published directories. ILEC has no obligation to warehouse directories for CLEC or provide directories to CLEC's End-User Customers subsequent to the annual distribution of newly published directories.

4.3. USE OF SUBSCRIBER LISTING INFORMATION

4.3.1. CLEC authorizes ILEC to include and use the subscriber listing information provided to ILEC pursuant to this Paragraph 4 in ILEC's appropriate printed WP Directory. Included in this authorization is the exchange of extended area service listings ILEC provides for Independent Company directory publications and release of CLEC listings to requesting third party directory publishers as required by any applicable state regulations and orders specifically requiring ILEC to provide such data to a third party directory publisher. Also included in this authorization is ILEC's use of CLEC's subscriber listing information in ILEC's current and future directories. ILEC will afford CLEC's directory listing information the same level of confidentiality that ILEC affords its own directory listing information.

4.4. PRICING

4.4.1. ILEC shall charge the following rates for the services described herein:

4.4.1.1. For directory listing and delivery information, which shall be provided by CLEC to ILEC by LSR, ILEC shall charge the Service Order Charge (LSR) listed in the Pricing Attachment for each LSR; and

4.4.1.2. For each WP Directory, whether delivered directly to a CLEC End-User Customer or in bulk to CLEC, ILEC shall charge the WP Directory Charge listed in the Pricing Attachment.

4.4.2. ILEC has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Sections 4.2.3.5 and 4.2.3.7, above. While ILEC has no obligation to provide WP Directories to CLEC or CLEC's End-User Customers after the annual distribution of newly published directories, ILEC will in good faith attempt to accommodate CLEC requests for subsequent directory orders. Orders for directories above the forecast number(s) will be filled subject to availability. In such event, ILEC will provide the directories in bulk to CLEC and will assess the WP Directory Charge for each directory.

4.5. LIABILITY

4.5.1. Except for its remedies under Section 3 of this Agreement relating to default, CLEC hereby releases ILEC from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to ILEC, and/or CLEC's subscriber listing information as it appears in the WP Directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

4.5.2. CLEC shall indemnify, protect, save harmless and defend ILEC (or ILEC's officers, employees, agents, assigns and representatives) and the publisher(s) of any ILEC directory from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information, except to the extent any such losses, damages, or other liability result solely from ILEC's negligence. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and ILEC, and/or against ILEC alone. However, if such demand, claim, or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP Directory, ILEC may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse ILEC

for reasonable attorney's fees and other expenses incurred by ILEC in handling and defending such demand, claim and/or suit.

4.5.3. This Paragraph 4 shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Paragraph 4, is provided. Nothing in the Paragraph 4 shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

4.6. BREACH OF CONTRACT

4.6.1. If either Party is found to have materially breached the provisions of this Paragraph 4, and the breaching Party fails to cure the breach within ten (10) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate its obligations under this Paragraph 4 by providing written notice to the breaching Party, whereupon this Paragraph 4 shall be null and void with respect to any issue of ILEC's WP Directory published sixty (60) or more calendar days after the date of receipt of such written notice.

4.7. TERM

4.7.1. Upon termination of the Interconnection Agreement, this Paragraph 4 will be null and void with respect to any issue of directories published thereafter, except that the liability and indemnification provisions contained in Section 4.5 herein shall continue with respect to any directory published within one hundred and twenty (120) calendar days of termination.

4.8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

4.8.1. Every service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such service.

5.0 Directory Assistance

5.1 Each Party currently provides directory assistance to its End Users through a third party directory assistance provider. Such third party provider gathers information to populate its directory assistance databases and enable directory assistance service from multiple sources, including national directory assistance databases. Neither Party shall knowingly or intentionally cause its third party directory assistance provider to restrict access to the other Party's listing information.

5.2 Either Party may in its sole discretion select a different third party directory assistance provider or self provision directory assistance. To the extent that a Party's change in directory assistance provider is reasonably expected to impact the access to and provision of the other Party's listing information, such Party will, within 30 days of such determination, notify the other Party of the event and the Parties agree to negotiate an amendment, if necessary, to this Agreement to reflect changes required that will ensure the continued availability of each Party's End User subscriber listing information to the other Party's End Users.

COMCAST – OTT AGREEMENT

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR ATTACHMENT,

to

INTERCONNECTION AGREEMENT

May 4, 2011

1.. PRE-ORDERING

1.1. The Parties will provide access to pre-order information and functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements may necessitate the use of current pre-order information to accurately build service orders.

1.2. Access to retail Customer Proprietary Network Information ("CPNI") and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication (collectively the "Customer Service Record" or "CSR"). If required as a verification field in an order for porting, access to the End User Customer requested and assigned passcode shall be provided pursuant to Section 2.1.1 of this Attachment.

1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties shall provide such information in accordance with the procedures set out in the handbook or website identified pursuant to Section 1.5 of this Attachment. Based on a reasonable volume of requests, the standard interval for address verification is up to two (2) business days (ILEC will make reasonable efforts to respond within one (1) business day) and two (2) business days for a full CSR. Neither Party shall require the other Party to request the CSR as part of the order process.

1.4. Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.

1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information via a mutually agreed upon process of information exchange. The Parties may mutually agree to forms of the information exchange such as email or graphical user interface ("GUI").

2.. ORDERING

2.1. Ordering.

2.1.1. The New Service Provider ("NSP") shall place orders for services by submitting a local service request ("LSR") to the Old Service Provider ("OSP"). To the extent that the End User Customer requested and assigned passcode is a required verification field in the LSR, the NSP may initiate a three-way call with the End User Customer and the OSP to obtain such passcode from the OSP

2.1.2. The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").The OSP will bill the service order charge, as applicable, for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.1.3. Submitted Orders. Orders submitted via standard LSR practices will be returned to the NSP as valid or rejected.

2.1.4. Invalid/Resubmit. Incorrect or invalid requests submitted to the OSP will be rejected back to the NSP for correction or clarification. Resubmitted LSR's will be validated or rejected based upon the supplemental LSR. No charge is incurred to the NSP for any changes to the invalidated LSR.

2.1.5. Reschedule. Should the NSP request a change in due date or time, the NSP will submit a supplemental LSR with the requested new due date. The Service Order Change Charge specified in the Pricing Attachment will be paid by the NSP.

2.1.6. Expedited Reschedules. Should the NSP request a change in due date or time outside of the handbooks stated intervals, the Expedited Charge specified in the Pricing Attachment will be paid by the NSP.

2.1.7. Cancellation. Should the NSP request a cancellation of a LSR, the NSP will submit a supplemental LSR with the cancellation request to the OSP. The Service Order Cancellation Charge specified in the Pricing Attachment will be paid by the NSP plus any documented costs incurred by OSP in conjunction with the provisioning of that request prior to cancellation in accordance with the rates specified in the Pricing Attachment to this Agreement.

2.1.8. INTENTIONALLY LEFT BLANK.

2.1.9. Expedited Service. For expedited service requests by the NSP, expedited charges will apply for intervals less than the standard interval. The Expedited Charge is listed in the Pricing Attachment to this Agreement. For purposes of clarification, no Expedited Service charge shall apply to simple ports.

2.1.10. Service Order Change Charge. If either Party modifies an order after being sent a FOC from the other Party, the Service Order Change Charge will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

2.2. Provisioning.

2.2.1. Each Party shall provision services during its regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's personnel to work outside of regular working hours, overtime and premium charges shall apply, as specified in the Pricing Attachment of this Agreement.

2.2.2. Neither Party shall prevent or delay an End-User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.. MAINTENANCE AND REPAIR

3.1. Requests for trouble repair assistance are billed at the hourly rates specified in the Pricing Attachment for the various positions involved in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.5 of this Attachment.

3.2. If a Party reports a trouble ("Reporting Party) to the other Party (Serving Party") and no trouble actually exists on the Serving Party's portion of the service ("no trouble found"), the Serving Party will charge the Reporting Party in accordance with the charge set forth in the Pricing Attachment of the Agreement for any dispatching and testing (both inside and outside the Central Office (CO)) required by Serving Party in order to confirm the working status. If the no trouble found rate for troubles reported by the Reporting Party is a higher percentage rate than the other similar services offered by the Serving Party, the Reporting Party may raise the issue with the Serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the Reporting Party. Such request shall not be unreasonably denied. Notwithstanding the foregoing, if a trouble is reported within five (3) business days of a number port, no charges shall apply.

4.. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

5.. **SERVICE STANDARDS**

Both Parties will comply with the applicable Commission Standards and Quality of Service rules and regulations when providing service to the other Party.

6.. **RATES**

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment of this Agreement.

7.. **MISCELLANEOUS**

7.1. Customer Transfer.

7.1.1. Service orders for Customer Transfer will be in a standard format designated in accordance with industry standards and NANC approved procedures and guidelines.

7.1.2. The NSP will be the single point of contact with OSP for all subsequent ordering activity resulting in additions or changes to services except that OSP will accept a request directly from the End-User Customer for conversion of the End-User Customer's service from NSP to OSP.

7.1.3. If either Party determines that an unauthorized change in local service has occurred, upon notice and evidence to the other Party, the End-User Customer's authorized local service provider will reestablish service with the End-User Customer, will charge the Restoration of Unauthorized Change Charge, and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

7.2. Misdirected Calls.

7.2.1. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

7.2.2. To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

7.2.3. For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End-User Customer the correct contact number.

7.2.4. In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End-User Customers or to market services.

7.3. End-User Customer Authorization. The Parties agree to comply with all applicable laws, rules and regulations for changes to customer services, including 47 CFR 52.5 and 52.20 through 52.35 (porting) 47 CFR 64.1100 through 64.1195 (Change in Preferred Telecommunications Providers).

7.4. Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services.

COMCAST – OTT AGREEMENT

PRICING ATTACHMENT

to

INTERCONNECTION AGREEMENT

May 4, 2011

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of state and federal Commission rulings and proceedings. These rates are reciprocal and apply to services provided by both ILEC and CLEC.

A. Direct Interconnection Facilities:

1.	Direct Trunk Transport Termination:		
	a)	DS1	$ 94.38 / termination / month
	b)	DS3	$ 525.64 / termination / month
2.	Direct Trunk Transport Facility:		
	a)	DS1	$ 19.14 / mile / month
	b)	DS3	$ 131.77 / mile / month
3.	Non-recurring Installation Charge		$ 230.00 / order

B. General Charges:

1.	Service Order Charge (LSR)	$ 25.00 / request
2.	Service Order Cancellation Charge	$ 10.00 / request
3.	Service Order Change Charge	$ 10.00 / request
4.	Expedited Charge	$ 45.00 / request
5.	WP Directory Charge	$ 5.00 / book
6.	Technical Labor:	
	Install & Repair Technician:	
	Basic Time (normally scheduled hours)	$ 24.57 / ½ hr
	*Overtime (outside normally schld hrs on schld work day)	$ 36.85 / ½ hr
	*Premium Time (outside of scheduled work day)	$ 49.13 / ½ hr
	Central Office Technician:	
	Basic Time (normally scheduled hours)	$ 29.97 / ½ hr
	*Overtime (outside normally schld hrs on schld work day)	$ 44.96 / ½ hr
	*Premium Time (outside of scheduled work day)	$ 59.95 / ½ hr

Customer Service:	
Basic Time (normally scheduled hours)	$ 24.57 / ½ hr
*Overtime (outside normally schld hrs on schld work day)	$ 36.85 / ½ hr
*Premium Time (outside of scheduled work day)	$ 49.13 / ½ hr
Administrative Support:	
Basic Time (normally scheduled hours)	$ 13.65 / ½ hr
*Overtime (outside normally schld hrs on schld work day)	$ 20.47 / ½ hr
*Premium Time (outside of scheduled work day)	$ 27.29 / ½ hr

* Minimum 4 hours when a technician is called out during Overtime or Premium Time.