NETWORK ELEMENTS

10. General Responsibilities of the Parties

10.1 Each Party hereby retains the right to exercise full control of and supervision over its own performance of its obligations hereunder, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including the payment of and compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability set forth in Section 14.2 hereto and except as otherwise expressly provided herein, each Party shall be responsible for its own acts and the performance of all obligations imposed by all applicable federal, state or local statues, laws, rules, regulations, codes, orders, decisions, injunctions, judgments, awards and decrees (collectively, "Applicable Laws") in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents, and contractors during the performance of that Party's obligations hereunder. Neither this Tariff, nor any actions taken by the Telephone Company or the Requesting TC in compliance with this Tariff, shall be deemed to create an agency, joint venture, or other relationship between the Telephone Company and the Requesting TC of any kind, other than that of purchaser and seller of services. Neither this Tariff, nor any actions taken by the Telephone Company or the Requesting TC in compliance with this Tariff, shall create a contractual, agency, or any other type of relationship or third party liability between the Telephone Company and the Requesting TC's end user or others.

10.2 The Parties may exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all customers in their respective designated service areas. The Requesting TC, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any Telephone Company End Office Switches.

10.3 Within thirty (30) days after the Effective Date and on or before the last business day of each calendar quarter during the Term, each Party may provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Tariff in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided shall be deemed "Proprietary Information."

10.4 (Reserved for future use)

NETWORK ELEMENTS

10. General Responsibilities of the Parties (Cont'd)

10.5 Each Party is individually responsible to provide access to facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the Telephone Company's network and to terminate the traffic it receives in that standard format to the proper address on its network. See BOC Notes on the Network (SR-TSV-00275) for a general description of the design of local exchange carrier network. Such facility shall be designed based upon the descriptions and forecasts provided under Sections 10.2 and 10.3 preceding. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

10.6 Neither Party shall use any service related to or in connection with any of the Telecommunications Services provided hereunder in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's customers or end users. Either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

10.7 Each Party is solely responsible for the services it provides to its customers and to other TCs.

10.8 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Tariff.

10.9 Each Party is responsible for administering NXX codes assigned to it.

10.10 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

10.11 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

10.12 Each Party shall program and update its own Central Office Switches and End Office switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined herein, neither Party shall impose any fees or charges on the other Party for such activities.

NETWORK ELEMENTS

10. General Responsibilities of the Parties (Cont'd)

10.13 In addition to the obligations of the Parties to maintain insurance coverage at all times during the Term each Party shall keep and maintain in force, at their own expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident and automobile liability with coverage for bodily injury and for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

10.14 Nothing herein shall prevent the Requesting TC from purchasing elements or services under existing Telephone Company Tariffs. Any such elements or services purchased by the Requesting TC will be provided at the prevailing tariffed rates.

10.15 The Telephone Company will, where practicable, notify the Requesting TC that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuances, the Requesting TC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

10.16 The Requesting TC hereby covenants and agrees that it shall not use the Telecommunications Services provided under this Tariff for an unlawful purpose.

10.17 Facilities utilized by the Telephone Company to provide Telecommunications Service under this Tariff shall remain the property of the Telephone Company. Upon request, such facilities shall be returned to the Telephone Company by the Requesting TC within a reasonable period following such request in as good condition as reasonable wear will permit.

10.18 The Requesting TC must establish and maintain its own business relationships with Inter-exchange Carriers, cellular carriers, other independent and Local Exchange Carriers for purposes of provisioning, billing and the conduct of general business.