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October 5, 1999

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
North Office Building - Filing Room (B-18)
Post Office Box 3265
Harrisburg, PA 17105-3265

RE: Joint Application for Approval of an Interconnection Agreement Between
GTE North Incorporated and Service Electric Telephone, Inc., Under
Section 252(e) of the Telecommunications Act of 1996; Docket No. A-
310651

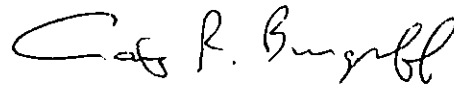
KJR

Dear Mr. McNulty:

Enclosed please find a true and correct copy of the Interconnection Agreement between GTE North Incorporated and Service Electric Telephone, Inc. This copy is being filed pursuant to ordering paragraph four of the Commission's October 1, 1999, Order in the above-captioned matter.

If you have any questions, please feel free to contact me.

Respectfully,



Craig R. Burgraff

CRB:tld
enclosure

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INTERCONNECTION AGREEMENT

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BETWEEN

GTE NORTH INCORPORATED

AND

SERVICE ELECTRIC TELEPHONE, INC.

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TABLE OF CONTENTS

ARTICLE I: SCOPE AND INTENT OF AGREEMENT.....	I-1
ARTICLE II: DEFINITIONS.....	II-1
1. <u>General Definitions</u>	II-1
1.1 Access Service Request (ASR).....	II-1
1.2 Act.....	II-1
1.3 Affiliate.....	II-1
1.4 Applicable Law.....	II-1
1.5 Automatic Location Identification/Data Management System (ALI/DMS)...	II-1
1.6 Automated Message Accounting (AMA).....	II-1
1.7 Automatic Number Identification (ANI).....	II-1
1.8 Basic Local Exchange Service.....	II-2
1.9 Bellcore.....	II-2
1.10 Bona Fide Request (BFR).....	II-2
1.11 Business Day.....	II-2
1.12 Central Office Switch.....	II-2
1.13 CLLI Codes.....	II-2
1.14 Commission.....	II-2
1.15 Common Channel Signaling (CCS).....	II-2
1.16 Competitive Local Exchange Carrier (CLEC).....	II-2
1.17 Compliance.....	II-3
1.18 Currently Available.....	II-3
1.19 Customer.....	II-3
1.20 DS-1.....	II-3
1.21 Electronic File Transfer.....	II-3
1.22 Exchange Message Record (EMR).....	II-3
1.23 Exchange Service.....	II-3
1.24 Expanded Interconnection Service (EIS).....	II-3
1.25 Facility.....	II-3
1.26 FCC.....	II-3
1.27 Generator.....	II-4
1.28 GTE Guide.....	II-4
1.29 GTOC.....	II-4
1.30 Hazardous Chemical.....	II-4
1.31 Imminent Danger.....	II-4
1.32 Incumbent Local Exchange Carrier (ILEC).....	II-4
1.33 Interconnection Point (IP).....	II-4
1.34 Interexchange Carrier (IXC).....	II-4
1.35 Interim Number Portability (INP).....	II-4
1.36 ISDN User Part (ISUP).....	II-5
1.37 Line Information Data Base (LIDB).....	II-5
1.38 Local Access and Transport Area (LATA).....	II-5
1.39 Local Exchange Carrier (LEC).....	II-5
1.40 Local Exchange Routing Guide (LERG).....	II-5
1.41 Local Number Portability (LNP).....	II-5
1.42 Local Traffic.....	II-5
1.43 Meet-Point Billing (MPB).....	II-5
1.44 Multiple Exchange Carrier Access Billing (MECAB).....	II-5
1.45 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD).....	II-6

1.46	911 Service	II-6
1.47	North American Numbering Plan (NANP)	II-6
1.48	Numbering Plan Area (NPA)	II-6
1.49	NXX, NXX Code, Central Office Code or CO Code	II-6
1.50	Owner or Operator	II-6
1.51	Party/Parties	II-6
1.52	Provider	II-7
1.53	Public Safety Answering Point (PSAP)	II-7
1.54	Rate Center	II-7
1.55	Routing Point	II-7
1.56	Service Control Point (SCP)	II-7
1.57	Service Switching Point (SSP)	II-7
1.58	Signaling Point (SP)	II-7
1.59	Signaling System 7 (SS7)	II-7
1.60	Signal Transfer Point (STP)	II-8
1.61	Subsidiary	II-8
1.62	Synchronous Optical Network (SONET)	II-8
1.63	Switched Access Service	II-8
1.64	Telecommunications Services	II-8
1.65	Third Party Contamination	II-8
1.66	Undefined Terms	II-8
1.67	Wire Center	II-8

ARTICLE III: GENERAL PROVISIONS III-1

1.	<u>Scope of General Provisions</u>	III-1
2.	<u>Term and Termination</u>	III-1
2.1	Term	III-1
2.2	Post-Termination Arrangements	III-1
2.3	Termination Upon Default	III-1
2.4	Termination Upon Sale	III-1
2.5	Liability upon Termination	III-2
3.	<u>Amendments</u>	III-2
4.	<u>Assignment</u>	III-2
5.	<u>Authority</u>	III-2
6.	<u>Responsibility for Payment</u>	III-2
7.	CLEC Profile	III-2
8.	<u>Contact Exchange</u>	III-2
9.	<u>Electronic Interface</u>	III-3
10.	<u>Billing and Payment</u>	III-3
11.	<u>Binding Effect</u>	III-4
12.	<u>Capacity Planning and Forecasting</u>	III-4

13.	<u>Compliance with Laws and Regulations</u>	III-4
14.	<u>Confidential Information</u>	III-4
	11.1 <u>Handling</u>	III-5
15.	<u>Consent</u>	III-6
16.	<u>Fraud</u>	III-6
17.	<u>Reimbursement of Expenses</u>	III-6
18.	<u>Dispute Resolution</u>	III-6
19.	<u>Entire Agreement</u>	III-7
20.	<u>Expenses</u>	III-7
21.	<u>Force Majeure</u>	III-8
22.	<u>Good Faith Performance</u>	III-8
23.	<u>Governing Law</u>	III-8
24.	<u>Standard Practices</u>	III-8
25.	<u>Headings</u>	III-8
26.	<u>Independent Contractor Relationship</u>	III-8
27.	<u>Law Enforcement Interface</u>	III-9
28.	<u>Liability and Indemnity</u>	III-9
29.	<u>Multiple Counterparts</u>	III-10
30.	<u>No Third Party Beneficiaries</u>	III-10
31.	<u>Notices</u>	III-10
32.	<u>Protection</u>	III-11
33.	<u>Publicity</u>	III-12
34.	<u>Regulatory Agency Control</u>	III-12
35.	<u>Changes in Legal Requirements</u>	III-12
36.	<u>Effective Date</u>	III-12
37.	<u>Regulatory Matters</u>	III-12
38.	<u>Rule of Construction</u>	III-12
39.	<u>Section References</u>	III-12

40.	<u>Service Standards To Measure Quality of Service</u>	III-13
41.	<u>Severability</u>	III-13
42.	<u>Subcontractors</u>	III-13
43.	<u>Subsequent Law</u>	III-13
44.	<u>Taxes</u>	III-13
	41.1 <u>Tax</u>	III-14
	41.2 <u>Fees/Regulatory Surcharges</u>	III-14
45.	<u>Trademarks and Trade Names</u>	III-14
46.	<u>Waiver</u>	III-14
47.	<u>Environmental Responsibility</u>	III-14
48.	<u>TBD Prices</u>	III-16
49.	<u>Amendment of Certain Rates, Terms and Conditions</u>	III-16
ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC.....		IV-1
1.	<u>Services Covered by This Article</u>	IV-1
	1.1 <u>Types of Services</u>	IV-1
2.	<u>Billing and Rates</u>	IV-1
	2.1 <u>Service Ordering, Service Provisioning, and Billing</u>	IV-1
	2.2 <u>Rates and Charges</u>	IV-1
	2.3 <u>Billing</u>	IV-1
	2.4 <u>Billing Specifications</u>	IV-1
3.	<u>Transport and Termination of Traffic</u>	IV-2
	3.1 <u>Traffic to be Exchanged</u>	IV-2
	3.2 <u>Compensation For Exchange Of Traffic</u>	IV-2
	3.3 <u>Tandem Switching Traffic</u>	IV-3
	3.4 <u>Inter-Tandem Switching</u>	IV-4
4.	<u>Direct Network Interconnection</u>	IV-4
	4.1 <u>Network Interconnection Architecture</u>	IV-4
	4.2 <u>Compensation</u>	IV-5
	4.3 <u>Trunking Requirements</u>	IV-5
	4.4 <u>Network Redesigns Initiated by GTE</u>	IV-7
	4.5 <u>Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection</u>	IV-7
5.	<u>Indirect Network Interconnection</u>	IV-7
6.	<u>Number Resources</u>	IV-7
	6.1 <u>Number Assignment</u>	IV-7
	6.2 <u>Rate Centers</u>	IV-7
	6.3 <u>Routing Points</u>	IV-7
	6.4 <u>Code and Numbers Administration</u>	IV-8

6.5	<u>Programming Switches</u>	IV-8
7.	<u>Number Portability (NP)</u>	IV-8
7.1	<u>Interim Number Portability (INP)</u>	IV-8
8.	<u>Meet-Point Billing</u>	IV-8
8.1	<u>Meet-Point Arrangements</u>	IV-8
8.2	<u>Compensation</u>	IV-9
9.	<u>Common Channel Signaling</u>	IV-9
9.1	<u>Service Description</u>	IV-9
9.2	<u>Signaling Parameters</u>	IV-10
9.3	<u>Privacy Indicators</u>	IV-10
9.4	<u>Connection Through STP</u>	IV-10
9.5	<u>Third Party Signaling Providers</u>	IV-10
9.6	<u>Multi-Frequency Signaling</u>	IV-10
10.	<u>Network Management Controls</u>	IV-10
ARTICLE V: ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS.....		V-1
1.	<u>Transfer of Service Announcements</u>	V-1
2.	<u>Misdirected Calls</u>	V-1
3.	<u>911/E-911 Arrangements</u>	V-1
3.1	<u>Description of Service</u>	V-1
3.2	<u>Transport</u>	V-1
3.3	<u>Cooperation and Level of Performance</u>	V-2
3.4	<u>Basic 911 and E-911 General Requirements</u>	V-2
3.5	<u>Compensation</u>	V-6
3.6	<u>Liability</u>	V-6
4.	<u>Information Services Traffic</u>	V-7
4.1	<u>Routing</u>	V-7
4.2	<u>Miscellaneous</u>	V-7
5.	<u>Directory Assistance (DA) and Operator Services (OS)</u>	V-7
5.1	<u>Directory Assistance Calls</u>	V-7
5.2	<u>Operator Services Calls</u>	V-7
6.	<u>Directory Assistance Listings Information</u>	V-7
7.	<u>Directory Listings and Directory Distribution</u>	V-8
7.1	<u>Listings</u>	V-8
7.2	<u>Distribution</u>	V-8
8.	<u>Busy Line Verification and Busy Line Verification Interrupt</u>	V-9
9.	<u>Street Address Guide (SAG)</u>	V-9
10.	<u>Dialing Format Changes</u>	V-9
APPENDIX A RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC.....		A-1

APPENDIX B RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF B-1
APPENDIX C RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS..... C-1
APPENDIX 49A GTE/SETI OPT-IN NEGOTIATION ISSUESAT&T/GTE TERMS 49A-1
APPENDIX 49B GTE/SETI OPT-IN NEGOTIATION ISSUES GTE TERMS..... 49B-1

This Interconnection Agreement (the "Agreement"), is by and between GTE North Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and Service Electric Telephone, Inc., in its capacity as a certified provider of local two-way wireline dial-tone service ("SETI"), with its address for this Agreement at 4242 Mauch Chunk Road, Coplay, Pennsylvania 18037 (GTE and SETI being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Pennsylvania only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks.

WHEREAS, GTE is entering, under protest, into certain aspects of this Agreement that incorporate adverse results from the arbitrated agreements approved by the Commission in this state and is doing so in order to avoid the expense of arbitration while at the same time preserving its legal positions, rights and remedies, pursuant to Article III, Section 49.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and SETI hereby covenant and agree as follows:

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Pennsylvania Public Utility Commission (the "Commission") for approval. *The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.* GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

The services and facilities to be provided to SETI by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. GTE will provide notification to SETI before such a tariff becomes effective, and SETI may provide input on such proposed tariff. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this agreement. The terms and conditions set forth in this Agreement are conditioned upon adoption by the Commission and/or relevant governmental authorities of the costing and pricing principles that would permit GTE to recover all of its costs as provided under the Telecommunications Act of 1996.

ARTICLE II
DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 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.

1.2 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.4 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.5 Automatic Location Identification/Data Management System (ALI/DMS)

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to ANI from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point (PSAP) to route the call.

1.6 Automated Message Accounting (AMA)

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

1.7 Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

- 1.8 **Basic Local Exchange Service**
Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service; access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).
- 1.9 **Bellcore**
A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.10 **Bona Fide Request (BFR)**
Process intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.
- 1.11 **Business Day**
Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.12 **Central Office Switch**
A switch used to provide telecommunications services including (1) "End Office Switches" which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.13 **CLLI Codes**
Common Language Location Identifier Codes.
- 1.14 **Commission**
The State [Utilities]/[Public Service] Commission.
- 1.15 **Common Channel Signaling (CCS)**
A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.16 **Competitive Local Exchange Carrier (CLEC)**
Any company or person authorized to provide local exchange services in competition with an ILEC.

1.17 **Compliance**

Environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.18 **Currently Available**

Existing as part of GTE's network at the time of the requested order or service and does not include any service, feature, function or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.

1.19 **Customer**

GTE or SETI, depending on the context and which Party is receiving the service from the other Party.

1.20 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.21 **Electronic File Transfer**

A system or process which utilizes an electronic format and protocol to send/receive data files.

1.22 **Exchange Message Record (EMR)**

An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore.

1.23 **Exchange Service**

All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.24 **Expanded Interconnection Service (EIS)**

A service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.

1.25 **Facility**

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 47.

1.26 **FCC**

The Federal Communications Commission.

1.27 **Generator**

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 47).

1.28 **GTE Guide**

The GTE Open Market Transition Order/Processing Guide, LSR Guide, and Products and Services Guide which contain GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements and GTE's CLEC Interconnection Guide which provides guidelines for obtaining interconnection of GTE's Switched Network with the networks of all certified CLECs for reciprocal exchange of traffic. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the "Guide" which may be amended from time to time by GTE as needed.

1.29 **GTOC**

GTE Telephone Operating Company.

1.30 **Hazardous Chemical**

As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

1.31 **Imminent Danger**

As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.32 **Incumbent Local Exchange Carrier (ILEC)**

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

1.33 **Interconnection Point (IP)**

The physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.

1.34 **Interexchange Carrier (IXC)**

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.35 **Interim Number Portability (INP)**

The delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

- 1.36 **ISDN User Part (ISUP)**
A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.37 **Line Information Data Base (LIDB)**
One or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.
- 1.38 **Local Access and Transport Area (LATA)**
A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.
- 1.39 **Local Exchange Carrier (LEC)**
Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.40 **Local Exchange Routing Guide (LERG)**
The Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.41 **Local Number Portability (LNP)**
The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.42 **Local Traffic**
Traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service (EAS), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic excludes Enhanced Service Provider (ESP) traffic (e.g., Internet, 900-976, etc.) and Internet Protocol based voice or fax telephony. See Article IV, Paragraph 3.2.3 for compensation arrangements.
- 1.43 **Meet-Point Billing (MPB)**
Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.44 **Multiple Exchange Carrier Access Billing (MECAB)**
Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB

document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

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

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

1.46 **911 Service**

A universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.47 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.48 **Numbering Plan Area (NPA)**

Also sometimes referred to as an area code, is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.49 **NXX, NXX Code, Central Office Code or CO Code**

The three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.50 **Owner or Operator**

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility (see reference in Article III, Section 47).

1.51 **Party/Parties**

GTE and/or SETI.

- 1.52 **Provider**
GTE or SETI depending on the context and which Party is providing the service to the other Party.
- 1.53 **Public Safety Answering Point (PSAP)**
An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.54 **Rate Center**
The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.55 **Routing Point**
Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.56 **Service Control Point (SCP)**
The node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.57 **Service Switching Point (SSP)**
A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.58 **Signaling Point (SP)**
A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.59 **Signaling System 7 (SS7)**
The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.60 **Signal Transfer Point (STP)**

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.

1.61 **Subsidiary**

A corporation or other legal entity that is majority owned by a Party.

1.62 **Synchronous Optical Network (SONET)**

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

1.63 **Switched Access Service**

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.64 **Telecommunications Services**

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.65 **Third Party Contamination**

Environmental pollution that is not generated by the LEC or SETI but results from off-site activities impacting a facility.

1.66 **Undefined Terms**

Terms that may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

1.67 **Wire Center**

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption (a) under a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.

2.3 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 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. Default is defined to include:

- (a) a Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) a Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice.

Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 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.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

5. 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 he or she has had the opportunity to consult with legal counsel of his or her choosing and SETI has not relied on GTE counsel, pursuant to this Agreement.

6. Responsibility for Payment.

GTE may charge SETI and SETI will pay GTE a deposit before GTE is required to perform under this agreement if SETI has not established a good payment history with GTE. Such deposit will be calculated based on GTE's estimated two-month charges to SETI. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before orders can be taken, the SETI Profile must be completed and returned; and, if required, an advanced deposit paid. SETI will provide GTE with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the GTE Guide. SETI agrees to warrant to GTE that it is a certified provider of telecommunications service. SETI will document its Certificate of Operating Authority on the SETI Profile and agrees to update this SETI Profile as required to reflect its current certification.

8. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

9. Electronic Interface.

The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards. SETI should refer to the GTE Guide for the current OSS capabilities.

- 9.1 SETI may migrate to fully interactive system to system interconnectivity. GTE, with input from SETI and other carriers, shall provide general interface specifications for electronic access to this functionality. These specifications will be provided to enable SETI to design system interface capabilities. Development will be in accordance with applicable national standards committee guidelines. Such interfaces will be available as expeditiously as possible.
- 9.2 All costs and expenses for any new or modified electronic interfaces exclusively to meet SETI requirements that GTE determines are different from what is Currently Available will be paid by SETI, if GTE is in agreement.
- 9.3 SETI shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE provided interfaces as described in the Guide.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, SETI and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges that are for more than one-year prior to the current billing date.

10.2 Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable GTE/Contel state access tariffs, the state retail tariff, or the GTOC/GSTC FCC No. 1 tariff, in accordance with the service ordered, or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

10.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

10.5 Audits.

Either Party may conduct an audit of the other Party's books and records 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. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of 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.

11. Binding Effect.

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

12. Capacity Planning and Forecasting.

Within thirty (30) days from the effective date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Interconnection Services. GTE may delay processing SETI service orders should the Parties not perform obligations as specified in this Section 12. Such responsibilities shall include but are not limited to the following:

- 12.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
- 12.2 SETI will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
- 12.4 The Parties will notify each other promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

13. 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.

14. Confidential Information.

14.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services or placed by SETI pursuant to this Agreement, and information that would constitute customer proprietary network information of SETI end user customers pursuant to the Act and the rules and

regulations of the FCC, as well as recorded usage information with respect to SETI end users, whether disclosed by SETI to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, shall be deemed Confidential Information of SETI for purposes under the Agreement whether or not specifically marked or designated as confidential or proprietary.

14.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

14.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.3 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15. Consent.

Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, unreasonably withheld, or delayed.

16. Fraud.

Each Party assumes responsibility for all fraud associated with its end user customers and accounts. Neither Party shall bear any responsibility for, nor is it required to investigate or make adjustments to the other Party's account in cases of fraud.

17. Reimbursement of Expenses.

In performing under this Agreement GTE may be required to make expenditures or otherwise incur costs that are not otherwise identified for reimbursement under this Agreement. In such event GTE is entitled to reimbursement from SETI for all such costs incurred. For all such costs and expenses GTE shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to its common costs. GTE will provide, at SETI's request, the explanation of the costs and expenses incurred. If a dispute arises from this process, either party may use the Dispute Resolution mechanism outlined in this Agreement.

18. Dispute Resolution.

18.1 Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. 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 the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential 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 or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association

rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

18.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.

19. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, 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.

20. 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.

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

22. 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.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

24. Standard Practices.

The Parties acknowledge that GTE shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the SETI industry which may be added in the Guide. SETI agrees that GTE may implement such practices to satisfy any GTE obligations under this Agreement.

25. Headings.

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

26. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

27. Law Enforcement Interface.

- 27.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.
- 27.2 GTE agrees to work jointly with SETI in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for SETI customers will be billed to SETI.
- 27.3 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a SETI Customer and shall refer them to SETI.
- 27.4 Subsequent to the execution and approval of this Agreement by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for CLEC procedures which will be in compliance with applicable state and federal laws.

28. Liability and Indemnity.

28.1 Indemnification.

Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end users against an Indemnified Party arising from services or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made,

instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.

28.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER 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.

28.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, including those under Section 17 above, for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

28.5 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 party 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.

29. 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.

30. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is

acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE North Incorporated
Attention: Assistant Vice President/Associate General Counsel
Service Corporation
600 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone number: 972/718-6361
Facsimile number: 972/718-3403
Internet Address: wmnotices@telops.gte.com

And

GTE North Incorporated
Attn: Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge -HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972/718-5988
Facsimile Number: 972/719-1519
Internet Address: wmnotices@telops.gte.com

If to SETI: Service Electric Telephone, Inc.
Attention: William D. George II, President
4242 Mauch Chunk Road
Coplay, PA 18037
Telephone Number: 610/799-7382
Facsimile number: 610/799-7388

32. Protection.

32.1 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 interfere with or 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 Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

32.2 Resolution.

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem

and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

33. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and SETI.

34. Regulatory Agency Control.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

35. Changes in Legal Requirements.

GTE and SETI further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.

36. Effective Date.

This Agreement will be effective only upon execution by both Parties and approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for all purposes will be as established by the Commission approval order. The Parties agree orders for services will not be submitted or accepted within the first ten (10) business days after the agreement is effective.

37. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

If either Party does not provide necessary filing materials within 90 days of execution of this Agreement, any contract signatures will no longer be effective. If both Parties determine to proceed with filing, negotiations between the Parties will resume.

38. Rule of Construction.

No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

39. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

40. Service Standards To Measure Quality of Service.

- 40.1 Notwithstanding anything in this Agreement to the contrary, the Parties will provide a level of service to each other with respect to Interconnection under this Agreement in compliance with the non-discrimination requirements of the Act. GTE will provide SETI with service standards to measure quality of service that GTE currently offers to GTE and other CLECs at the time of execution of this Agreement. Service standards to measure quality of service are subject to continued evolution within the industry and when developed and implemented in GTE systems, GTE will automatically modify existing service standards to measure quality of service.
- 40.2 The Parties will notify each other of network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance in accordance with Article IV, Section 10.
- 40.3 The parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance.

41. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

42. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.

43. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

44. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

41.1 Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

41.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E311/311, franchise fees, and Commission surcharges.

45. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

46. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

47. Environmental Responsibility.

47.1 SETI is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by SETI. In accordance with Section 47.10, SETI will indemnify GTE for all claims, fees, penalties, damages, and causes of action with respect to these materials. No substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a GTE Facility. SETI must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the GTE Facility.

47.2 SETI, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by GTE when working at a GTE Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of GTE's practices/procedures constitutes a warranty or representation by GTE that SETI's compliance with GTE's practices/procedures, with this Agreement, or with GTE's directions or recommendations will achieve compliance with any applicable law. SETI is responsible for ensuring that all activities conducted by SETI at the Facility are in accordance with all applicable federal,

state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.

- 47.3 GTE and SETI shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the GTE Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or significant petroleum contamination in a manhole.
- 47.4 SETI shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to SETI after a complete and proper request by SETI for same, then GTE's permit, approval, or identification number may be used as authorized by law and upon prior approval by GTE. In that case, SETI must comply with all of GTE's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of GTE's permits, approvals, or identification numbers, or compliance with GTE's practices/procedures constitutes a representation or warranty that SETI's activities will be in compliance with applicable laws, and such compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.
- 47.5 If Third Party Contamination is discovered at a GTE Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If SETI discovers Third Party Contamination, SETI will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude SETI from complying with an applicable reporting requirement.
- 47.6 GTE and SETI shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. If fees are associated with such filings, GTE and SETI must develop a cost sharing procedure.
- 47.7 When conducting operations in any GTE manhole or vault area, SETI shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. SETI shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a GTE manhole or vault area. GTE shall not be responsible for any costs incurred by SETI in meeting its obligations under this Section.
- 47.8 SETI shall provide reasonable and adequate compensation to GTE for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a result of providing SETI with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.
- 47.9 Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between GTE and the land

owner. In this regard, SETI must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

- 47.10 Notwithstanding Section 27, with respect to environmental responsibility under this Section 47, GTE and SETI shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the GTE Facility.

48. TBD Prices.

Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to SETI ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a nonrecurring charge (NRC) for a specific service, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by SETI to GTE, and any overpayment shall be refunded by GTE to SETI, within 45 Business Days after the establishment of the price by the Commission.

49. Amendment of Certain Rates, Terms and Conditions. The Parties agree as follows with respect to modification of the rates, terms and conditions initially provided for herein:

The rates, terms and conditions that are specified in Appendix 49B (the "GTE Terms") may be replaced by the rates, terms and conditions from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement), respectively, that are specified in Appendix 49A (the "AT&T Terms") if and when the AT&T Agreement becomes effective after approval by order of the Commission in Case No. A-00310125F0002. The rates, terms and conditions that are specified in Appendix 49A (the "AT&T Terms") shall not take effect for purposes of this Agreement until thirty (30) days following GTE's receipt of written notice of SETI's election to replace the specified "GTE Terms" with the specified "AT&T Terms", which notice may be given no earlier than the date the AT&T Agreement is approved by the Commission and effective. GTE and SETI agree that if the "AT&T Terms" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "AT&T Terms" or, as appropriate, the substitution of "GTE Terms" for all stayed or enjoined "AT&T Terms", and such amendment shall be effective retroactive to the Effective Date of the "AT&T Terms."

GTE and SETI further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report

and Order, in whole or in part ("action"). To the extent warranted by any such action, the parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 49. The parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement consistent with such action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the AT&T Terms are affected by such action and GTE determines they cannot be consistently applied therewith, the GTE Terms shall apply. SETI acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the "GTE Terms" and the "AT&T Terms" are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state or federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 49, SETI agrees that this entire Agreement is void and will not become effective, and SETI agrees to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court).

ARTICLE IV
INTERCONNECTION AND TRANSPORT
AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to SETI or by SETI to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and SETI. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."

1.1.1 SETI initiates orders for trunk-side interconnection services by sending an ASR to GTE. SETI should submit ASRs to GTE through on-line applications or electronic files. The ordering process is described in the GTE Guide. The ASR will be reviewed by GTE for validation and correction of errors. Errors will be referred back to SETI. SETI then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

SETI will order services for interim number portability, directly from GTE through an electronic interface or fax. The following describes generally the processes GTE will use for ordering, provisioning and billing for interconnection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide.

2.2 Rates and Charges.

Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. GTE's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof. SETI's separate rates and charges are also set forth in Appendix A attached hereto and made a part hereof.

2.3 Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. SETI is required to order trunks pursuant to Section 4.3.3 of this Article.

2.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Bellcore Billing Output Specifications (BOS).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when answer supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

2.4.2 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end user customers in accordance with Section 3.2.2 of this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS intraLATA toll and interexchange traffic (including Enhanced Service Provider (ESP) traffic, e.g., Internet Protocol (long distance telephony) shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.

3.2.3 Internet Traffic

Should the FCC, in its final rules, determine that internet traffic should be considered for reciprocal compensation, the Parties will then re-address this issue (See Definition Article II, Section 1.42).

3.2.4 Sharing of Access Charges on Calls to Ported Numbers. Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other party. After permanent number portability is implemented, the Parties agree to renegotiate sharing of access charges to ported numbers in accordance with permanent number portability requirements. In lieu of actual measurements of minutes and/exchange of billing records for this traffic the Parties agree that the Party providing the ported number will pay the other Party the rate per line/per month as specified in Appendix B.

3.2.3.1 The number of lines/talk paths per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for compensation can only be increased by mutual consent of the parties.

3.2.3.2 The Parties agree that the compensation rate in Section 3.3.3 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event occurs. At a minimum, the parties agree to reevaluate the rate on an annual basis.

3.2.3.3 The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. Therefore, the Parties agree to renegotiate the terminating shared access compensation rate if reciprocal compensation for local calls is implemented.

3.3 Tandem Switching Traffic.

The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end users and any third party which is interconnected to the other Party's access tandems as follows:

3.3.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Appendix A.

3.3.2 The originating Party also assumes responsibility for compensation to the company which terminates the call.

3.3.3 The Parties agree to enter into their own agreements with third-party providers. In the event that SETI sends traffic through GTE's network to a third-party provider with whom SETI does not have a traffic interexchange agreement, then

SETI agrees to indemnify GTE for any termination charges rendered by a third-party provider for such traffic.

3.4 Inter-Tandem Switching.

The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll and optional EAS traffic originating on each other's network at and after such time as either SETI has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and AMA record standards which shall support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture.

SETI may interconnect with GTE on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, GTE will work with SETI in all circumstances to install "IP's" within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

- (a) A mid-span fiber meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility "IP" at a designated manhole or junction location. The "IP" is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
- (b) A virtual or physical EIS arrangement at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
- (c) A special access and/or CLEC dedicated transport arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and Physical EIS arrangements are governed by appropriate GTE tariffs.

4.1.3 The Parties will mutually designate at least one "IP" on GTE's network within each GTE local calling area for the routing of Local Traffic.

4.2 Compensation.

The Parties agree to the following compensation for internetwork facilities, depending on facility type.

- 4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. SETI will charge flat rated transport to GTE for SETI facilities used by GTE at tariffed rates or as mutually agreed. SETI will apply charges based on the lesser of; (i) the airline mileage from the IP to the SETI switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
- 4.2.2 Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. SETI will charge GTE flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. SETI will apply charges based on the lesser of (i) the airline mileage from the IP to the SETI switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
- 4.2.3 Special Access and/or CLEC Dedicated Transport : GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

In accordance with Article III, Section 12, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.

- 4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of local traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.
- 4.3.2 SETI shall make available to GTE trunks over which GTE shall terminate to end users of SETI-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
- 4.3.3 SETI and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. SETI and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate

trunk groups from SETI to originate and terminate interLATA calls and to provide Switched Access Service to Interexchange Carriers (IXCs). To the extent SETI desires to have any IXC originate or terminate switched access traffic to or from SETI, using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of SETI to arrange for such to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and SETI. If the IXC subsequently indicates that it does not want the traffic routed to or from SETI, GTE will not route the traffic.

- 4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.
- 4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.
- 4.3.4 SETI and GTE will reciprocally provide PLU factors to each other on a semi-annual basis to identify the proper jurisdiction of each call type that is carried over the required trunks.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly-engineered to the appropriate industry grade of service standard (B.01 or B.005).
- 4.3.6 SETI and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.7 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.
- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 The Parties will support intercompany 64kbps clear channel where available.
- 4.3.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.4 Network Redesigns Initiated by GTE.

GTE will not charge SETI when GTE initiates its own network redesigns/reconfigurations.

4.5 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.

4.5.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.3 of this Article IV.

4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.

5. Indirect Network Interconnection.

Should both Parties have an interconnection arrangement with a third-party tandem and desire to exchange traffic (*originating from and terminating to end users of the Parties*) via the third party, the originating Party will compensate the terminating Party and the tandem company. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem until such time as compensation arrangements have been established in accordance with this Article IV, Sections 3.1 and 3.4.

6. Number Resources.

6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact SETI's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by SETI shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. SETI shall not request number resources to be assigned to any GTE switching entity.

6.1.1. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

6.2 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end user customers, SETI shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign whole NPA-NXX codes to each Rate Center.

6.3 Routing Points.

SETI will also designate a Routing Point for each assigned NXX code. SETI may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively SETI may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated

with that Rate Center and with one or more other Rate Centers served by SETI within an existing GTE exchange area and LATA.

6.4 Code and Numbers Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect SETI proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 14 of this Agreement.

6.5 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability (NP).

7.1 Interim Number Portability (INP).

Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding (RCF) and/or direct inward dialing (DID). The requesting Party will provide "forward to" telephone number that is within the same Wire Center. The Parties rates for INP service using RCF are set out in Appendix B attached to this Agreement and made a part hereof. If a Party wishes to use Direct Inward Dialing (DID) to provide INP to its end users, dedicated trunk group is required between the GTE end office where the DID numbers are served into the CLEC switch. If there are no existing facilities between GTE and the CLEC, the dedicated facilities and transport trunks will be provisioned as switched access or unbundled service using the Access Service Request (ASR) provisioning process. The requesting Party will reroute the DID numbers to the pre-positioned trunk group using an LSR. CLEC may purchase DID trunk service from GTE's tariff.

7.1.1 GTE will utilize Customer Billing Services System (CBSS) to produce the required bills for interim number portability. CBSS will create a bill to SETI along with a summary bill master. State or sub-state level billing will include up to thirty (30) summary bill accounts.

8. Meet-Point Billing.

8.1 Meet-Point Arrangements.

8.1.1 The Parties may mutually establish Meet-Point Billing (MPB) arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 3.2.4 for Interim Portability.

- 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable SETI to sub-tend the GTE access tandem(s) nearest to the SETI Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, SETI shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the IP.
- 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 8.1.5 SETI and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.1.6 As detailed in the MECAB document, SETI and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by SETI and GTE via the meet-point arrangement. Information shall be exchanged in EMR format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 8.1.7 SETI and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

- 8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by SETI and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.
- 8.2.2 Subsequently, SETI and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by SETI and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

9. Common Channel Signaling.

9.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and

conditions of this Section 9 of this Article. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

9.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

9.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

9.4 Connection Through STP.

SETI must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall, consistent with this section, take place only through appropriate STP pairs.

9.5 Third Party Signaling Providers.

SETI may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of SETI in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

9.6 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

10. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

ARTICLE V
ADDITIONAL SERVICES AND
COORDINATED SERVICE ARRANGEMENTS

1. Transfer of Service Announcements.

When an end user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end user will provide upon request, and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer and will remain in effect for the same time period this service is provided to GTE's own end users.

2. Misdirected Calls.

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

2.1 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 provide the end user the correct contact telephone number, at no charge and in a courteous manner.

2.2 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 users or to market services.

3. 911/E-911 Arrangements.

3.1 Description of Service.

Notwithstanding the following, GTE will abide by applicable law for any necessary 911/E-911 requirements that may be necessary between the Parties under this Agreement. SETI will install from each of its central offices a minimum of two (2) dedicated trunks to GTE's 911/E-911 selective routers (i.e., 911 tandem offices) that serve the areas in which SETI provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multi-frequency ("MF") tones that will deliver ANI with the voice portion of the call. GTE will provide SETI with the appropriate CLLI codes and specifications of the tandem office serving area or the location of the primary PSAP when there is no 911 routing in that 911 district. If a SETI central office serves end users in an area served by more than one (1) GTE 911/E-911 selective router, SETI will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP.

3.2 Transport.

If SETI desires to obtain transport from GTE to the GTE 911 selective routers, SETI may purchase such transport from GTE at the rates set forth in Appendix C.

3.3 Cooperation and Level of Performance.

The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of SETI's systems to the 911/E-911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users. To this end, GTE will provide documentation to SETI showing the correlation of its rate centers to its E-911 tandems at rates set forth in Appendix C.

3.4 Basic 911 and E-911 General Requirements:

- 3.4.1 Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
- 3.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the Public Safety Answering Point (PSAP) responsible for the caller's location.
- 3.4.3 All requirements for E-911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.
- 3.4.4 Basic 911 and E-911 functions provided to SETI shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.
- 3.4.5 Basic 911 and E-911 access from Local Switching shall be provided to SETI in accordance with the following:
 - 3.4.5.1 GTE and SETI shall conform to all state regulations concerning emergency services.
 - 3.4.5.2 For E-911, both SETI and GTE shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 3.4.5.5.
 - 3.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE Operator Services or, at SETI's discretion, directly to SETI Operator Services.
 - 3.4.5.4 Basic 911 and E-911 access from the SETI local switch shall be provided from GTE to SETI in accordance with the following:
 - 3.4.5.4.1 If required by SETI and Currently Available, GTE shall interconnect direct trunks from the SETI network to the E-911 PSAP, or to the E-911 selective routers as designated by SETI. Such trunks may alternatively be provided by SETI.
 - 3.4.5.4.2 In government jurisdictions where GTE has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), SETI shall participate in the provision of the 911 System as follows:

- 3.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
- 3.4.5.4.2.2 SETI and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. SETI and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 3.4.5.5 of this Article.
- 3.4.5.4.2.3 SETI shall have the right to verify the accuracy of information regarding SETI customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.
- 3.4.5.4.3 If a third party is the primary service provider to a 911 district, SETI shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and SETI are totally separate from this Agreement and GTE makes no representations on behalf of the third party.
- 3.4.5.4.4 If SETI or Affiliate is the primary service provider to a 911 district, SETI and GTE shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 3.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix C.
- 3.4.5.4.6 GTE shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 3.4.5.5 The following are Basic 911 and E-911 Database Requirements:
 - 3.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or SETI which provides its records to GTE.
 - 3.4.5.5.2 Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix C.

3.4.5.5.3 SETI shall be solely responsible for providing SETI database records to GTE for inclusion in GTE's ALI database on a timely basis.

3.4.5.5.4 GTE and SETI shall arrange for the automated input and periodic updating of the E-911 database information related to SETI end users. GTE shall work cooperatively with SETI to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

3.4.5.5.5 SETI shall assign an E-911 database coordinator charged with the responsibility of forwarding SETI end user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. SETI assumes all responsibility for the accuracy of the data that SETI provides to GTE.

3.4.5.5.6 GTE shall update the database within one (1) Business Day of receiving the data from SETI. If GTE detects an error in the SETI provided data, the data shall be returned to SETI within one day from when it was provided to GTE. SETI shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.

3.4.5.5.7 GTE agrees to treat all data on SETI subscribers provided under this Agreement as strictly confidential and to use data on SETI subscribers only for the purpose of providing E-911 services.

3.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from SETI. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for SETI is "SETI"; the NENA Carrier Code for GTE is "GTE."

3.4.5.6 GTE and SETI will comply with the following requirements for network performance, maintenance and trouble notification.

3.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by GTE for trunks between the selective router and all associated PSAPs.

3.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.

3.4.5.6.3 GTE shall notify SETI forty-eight (48) hours in advance of any scheduled testing or maintenance affecting SETI 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting SETI 911 service.

3.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

3.4.5.7 Basic 911 and E-911 Additional Requirements

3.4.5.7.1 All SETI lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Where GTE is the lead telco and provides the ALI, the ALI record will contain both the SETI number and GTE ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with SETI to ensure that 911 service is fully available to all SETI end users whose telephone numbers have been ported from GTE, consistent with State provisions.

3.4.5.7.2 SETI and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and SETI shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

3.4.5.7.3 SETI may enter into subcontracts with third parties, including SETI Affiliates, for the performance of any of SETI's duties and obligations stated herein.

3.4.5.7.4 Where GTE is the lead telco, GTE shall provide SETI with notification of any pending selective router moves within at least ninety (90) days in advance.

3.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

3.4.5.7.6 Where GTE is the lead telco, GTE shall provide the ability for SETI to update 911 database with end user information for lines that have been ported via INP or LNP.

3.4.6 Basic 911 and E-911 Information Exchanges and interfaces. Where GTE is the lead telco:

3.4.6.1 GTE shall provide SETI access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to SETI within one (1) day after SETI inputs information into the ALI/DMS database. Alternately, SETI may utilize GTE or a third-party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix C.

- 3.4.6.2 GTE and SETI shall arrange for the automated input and periodic updating of the E-911 database information related to SETI end users. GTE shall work cooperatively with SETI to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.
- 3.4.6.3 Updates to MSAG. Upon receipt of an error recording an SETI subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of SETI to ensure that the address of each of its end users is included in the Master Street Address Guide (MSAG) via information provided on SETI's Local Service Request "LSR) or via a separate feed established by SETI pursuant to Section 3.4.5.7 of this Article.
- 3.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for SETI subscriber shall meet industry standards.

3.5 Compensation.

- 3.5.1 In situations in which GTE is responsible for maintenance of the 911/E-911 database and can be compensated for maintaining SETI's information by the municipality, GTE will seek such compensation from the municipality. SETI will compensate GTE for such maintenance of the 911/E-911 database only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge SETI a portion of the cost of the shared 911/E-911 selective router as set forth in Appendix C.
- 3.5.2 For states where GTE bills and keeps the 9-1-1 surcharges, e.g. Hawaii, Ohio, and Michigan's Technical Surcharge, SETI will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to GTE. Payments to GTE are due within thirty (30) days of SETI's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment for the month of (list appropriate month)" as a separate line item in the remittance documentation.
- 3.5.3 For all states (except Hawaii and Ohio), including Michigan's Operational Surcharge, where GTE bills and remits the 9-1-1 surcharges, less an administrative fee of one to three percent, to the 9-1-1 district, SETI will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to that government agency. GTE will have no responsibility in billing or remitting surcharges that apply to SETI's access line subscribers.
- 3.5.4 Should the 9-1-1 surcharge fee change, GTE will promptly inform SETI of that change so that SETI may conform to the new rate(s).

3.6 Liability.

GTE will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.

4. Information Services Traffic.

4.1 Routing.

Each Party shall route traffic for Information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.

4.2 Miscellaneous.

GTE reserves the right to provide to any Information Service Provider a list of any and all Telecommunications Providers doing business with GTE.

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

Where SETI is providing local service with its own switch, upon SETI's request GTE will provide to SETI rebranded or unbranded directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties. If SETI so requests directory assistance services and/or operator services, such contracts shall provide for the following:

5.1 Directory Assistance Calls.

GTE directory assistance centers shall provide number and addresses to SETI end users in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit (ARU), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to SETI end users in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to SETI end users consistent with the service provided to GTE end users.

5.2 Operator Services Calls.

GTE operator services provided to SETI end users shall be provided in the same manner GTE operator services are provided to GTE end users. In accordance with GTE practices and at GTE rates, GTE will offer to SETI end users collect, person-to-person, station-to-station calling, third-party billing, emergency call assistance, calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote SETI rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical limitations of GTE's switches. GTE will provide its existing services to SETI end users consistent with the service GTE provides to its own end users.

6. Directory Assistance Listings Information.

GTE will make available to SETI, at SETI's request, GTE end-user and authorized LEC DA listing information stored in GTE's DA database for the purposes of SETI providing DA service to its customers .

6.1 DA Listing Information includes the listed names, addresses and telephone numbers of GTE and authorized LEC subscribers, except as otherwise provided herein. Excluded are listings for restricted LEC lines and non-published listings. GTE DA listing information includes 800/888 listings, non-listed numbers and foreign listings within the GTE franchise.

6.2 GTE shall provide to SETI, at SETI's request, DA listing information within sixty (60) Business Days after an order is received for that specific state. The DA listing information

will be provided in GTE format via magnetic tape or National Data Mover (NDM) as specified by SETI. Updates to the DA listing information shall be provided on a daily basis through the same means used to transmit the initial load. DA listing information provided shall indicate whether the customer is a residence or business customer.

6.2.1 Such listings shall be confidential information pursuant to Article III of this Agreement and SETI will use the listings only for its DA services to its end-users. SETI is not authorized to release GTE's DA listing information to any third party or to provide DA to any other party using GTE DA listing information, including SETI's affiliates, subsidiaries or partners, except with the expressed written permission of GTE. In those instances where SETI's affiliates, subsidiaries or partners also desire to use GTE's DA listing information, each affiliate, subsidiary or partner must negotiate a separate contract with GTE to obtain the listings.

6.2.2 If SETI uses a third-party DA service for its end-users, SETI will ensure that such third party likewise treats the listings as Confidential Information pursuant to Article III of this Agreement, and uses them only for SETI end-user DA.

6.2.3 GTE will include SETI's DA listing information in GTE's DA data base which may be released to third parties which request GTE's DA listing information, unless SETI provides GTE written notice within sixty (60) Business Days after the effective date of this Agreement that its DA listing information is restricted and should not be released to third parties. In the event that SETI does properly notify GTE that its DA listing information is restricted, GTE will so advise third parties requesting such information.

6.3 SETI agrees to pay GTE's standard charges for the initial load and daily updates of GTE's DA listing information, which will be provided upon request.

6.4 The Parties will work together to identify and develop procedures for database error corrections.

7. Directory Listings and Directory Distribution.

SETI will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publication company.

7.1 Listings.

SETI agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for SETI's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with GTE's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as GTE's listings.

7.2 Distribution.

Upon directory publication, GTE will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.

SETI will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

8. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

9. Street Address Guide (SAG).

GTE will provide to SETI upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all end offices, and lists services and features that are available in a specific end office.

10. Dialing Format Changes.

GTE will provide reasonable notification to SETI of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

GTE NORTH INCORPORATED

SERVICE ELECTRIC TELEPHONE, INC.

By Connie Nicholas

By William D. George II

Name Connie Nicholas

Name WILLIAM D. GEORGE II

Title Assistant Vice President
Wholesale Markets-Interconnection

Title PRESIDENT

Date 6/23/99

Date 6-21-99

APPROVED AS TO FORM BY
LEGAL DEPARTMENT

[Signature]

APPENDIX A
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0037432**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0019582**.
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000204**.
- D. The Common Transport Terminal element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0001270**.
- E. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching:	=	\$0.0019582
Tandem Transport (10 mile average): 10 x \$0.0000204	=	\$0.0002040
Transport Termination (2 Terminations): 2 x \$0.0001270	=	\$0.0002540
Transiting Charge:	=	\$0.0024162
- F. Initial Factors:

(1) PLU	95%
(2) Initial Proportionate Share Factor	50%
(3) Exempt Factor	5%

APPENDIX B
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF

General. The rates contained in this Appendix B are as defined in Article IV, Section 7, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Interim Number Portability

Remote Call Forwarding	\$ 5.23 line/month
Simultaneous Call Capability	\$ 2.82 path/month

Non-Recurring Charges (NRCs) for Interim Number Portability

Pre-ordering

CLEC Account Establishment Per CLEC	\$ 273.71
-------------------------------------	-----------

Ordering and Provisioning

Initial Service Order	\$ 38.03
Subsequent Service Order	\$ 27.66
Manual Ordering Charge	\$ 11.93

Custom Handling (Applicable to both INP and LNP)

Service Order Expedite	\$ 11.07
Coordinated Conversion	\$ 14.33
Hot Coordinated Conversion First Hour	\$ 24.22
Hot Coordinated Conversion Per Additional Quarter Hour	\$ 4.95

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that SETI orders any service from this Agreement.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR for modifications to an existing LNP service.

Manual Ordering Charge applies to orders that require GTE to manually enter SETI's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if SETI requests service prior to the standard due date intervals.

Coordinated Conversion applies if SETI requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if SETI requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

In addition, as defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Pennsylvania Contel:

Business Rate Per Line Per Month: \$ 7.27

Residential Rate Per Line Per Month: \$ 3.87

Pennsylvania GTE:

Business Rate Per Line Per Month: \$ 4.45

Residential Rate Per Line Per Month: \$ 2.61

APPENDIX C
RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

I. The following services are offered by GTE for purchase by SETI for interconnection, where an individual item is not superseded by a tariffed offering.

	<u>NRC</u>	<u>MRC</u>
A. 9-1-1 Selective Router Map	\$125.00	N/A
<p>Provided is a color map showing a selective router's location and the GTE central offices that send their 9-1-1 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce by SETI for its internal use is granted without further fee. Non-tariffed price.</p>		
B. 9-1-1 Selective Router Pro-Rata Fee/trunk	\$0	\$100.77
<p>This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding.</p>		
C. PS ALI Software	\$790.80	
<p>A personal computer software program running on Windows 3.1™ for formatting subscriber records into NENA Version #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost.</p>		
D. ALI Gateway Service	\$135.00	\$36.12
<p>Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for SETI to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost.</p>		
E. 9-1-1 Interoffice Trunk	Tariff	Tariff
<p>This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.</p>		

		<u>NRC</u>	<u>MRC</u>
F.	ALI Database	Tariff	Tariff
	This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.		
G.	Selective Router Database per Record Charge	Tariff	Tariff
	Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.		
H.	MSAG Copy		
	Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid.		
	(g) Copy provided in paper format	\$238.50	\$54.00
	(h) Copy provided in flat ASCII file on a 3½" diskette	\$276.00	\$36.00
II.	The following services are offered by GTE when SETI resells GTE's local exchange services, where an item is not superseded by a tariffed offering:		
I.	911 Selective Router Map		
	Provided is a color map showing a selective router's location and the GTE central offices that send their 911 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce by SETI for its internal use is granted without further fee. Non-tariffed price.		
J.	MSAG Copy		
	Production of one copy of a 911 Customer's Master Street Address Guide, postage paid		
	1. Copy provided in proper format	\$238.50	\$ 54.00
	2. Copy provided in flat ASCII file on a 3-1/2" diskette	\$276.00	\$ 36.00

APPENDIX 49A
 GTE/SETI OPT-IN NEGOTIATION ISSUES
 AT&T/GTE TERMS

Pursuant to Section 49 of Article III of this Agreement and subject to all of the terms and conditions thereof, and after notice as called for in Section 49, the following AT&T TERMS referred to in Section 49 will be substituted for the GTE TERMS which are set out in Appendix 49B as and when Section 49 calls for them to be substituted. When the AT&T Agreement is selected pursuant to the provisions of Section 49, [the Parties shall modify this Appendix by replacing the descriptions of issues below with] the specific rates and terms and conditions of the selected AT&T Agreement that describes those precise issues are attached hereto as Exhibits to this Appendix.

ISSUE NUMBER	ISSUE DESCRIPTION	AGREEMENT REFERENCE
1.	The arbitrated rates for: Local Interconnection	The rates or charges set forth in the AT&T/GTE Agreement that were established in the final Agreement for the specific rates and charges that are listed in Appendix A,B

APPENDIX 49B
GTE TERMS

Pursuant to Article III, Section 49 of this Agreement, the following terms shall be applied in place of the terms in Appendix 49A (AT&T Terms) in the event the terms from the selected arbitrated agreement are deemed to be unlawful, or are stayed or enjoined by a court or commission of competent jurisdiction.

The Interconnection Rates in Appendix A will apply.

The Interim Number Portability Rates in Appendix B will apply.

ARTER & HADDEN

ATTORNEYS AT LAW

founded 1843

1801 K Street, N.W., Suite 400K
Washington, D.C. 20006-1301

telephone 202.775.7100
facsimile 202.857.0172

ORIGINAL

Austin
Cleveland
Columbus
Dallas
Dayton
Irvine
Los Angeles
Sacramento

San Antonio
San Diego
San Francisco
Washington, D.C.
Woodland Hills
Affiliated Offices
Brussels, Belgium
Geneva, Switzerland

November 1, 1999

Secretary
Pennsylvania Public Utility Commission
North Office Building
Room B-20
Harrisburg, PA 17120

DUCKETED RECEIVED
NOV 03 1999 NOV 01 1999

Re: Opinion and Order, A-310651

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Joint Application for Approval of an Interconnection Agreement between GTE North, Incorporated and Service Electric Telephone, Inc. Under Section 251(e) of the Telecommunications Act of 1996

DOCUMENT
FOLDER

Attn: Dave Munsch, Office of Special Assistance

Dear Sir/Madam:

Service Electric Telephone, Inc. (SET), by its attorneys hereby provides this correspondence concerning the Opinion and Order approving notification of the referenced interconnection agreement between SET and GTE North Incorporated (GTE). Pursuant to that Opinion and Order, SET and GTE were instructed to file a "true and correct copy of the Interconnection Agreement, with appropriate amendment, with this Commission within thirty (30) days of the date of entry of this Opinion and Order." The Opinion and Order did not require any amendments to the Interconnection Agreement. Consequently, the Interconnection Agreement as approved by the Commission is a true and correct copy and has resulted in some confusion as to whether an additional copy is required by the Commission. Counsel for GTE has repeatedly indicated to counsel for SET their belief no additional agreements need be filed. However, In a telephone conference with Dave Munsch with the Office of Special Assistance, SET's attorneys learned today that the Commission does require an additional copy of the Interconnection Agreement to be filed with the Commission.

Accordingly, as soon as possible the parties will file an additional copy of the Interconnection Agreement with the Commission. Should you have any questions, please contact the undersigned.

EEF

Very truly yours,

Brian D. Robinson

cc: Greg Ramano via fax

89

I N T E R
O F F I C E

MEMO

March 9, 2000

Subject: A-310651; Joint Petition of Bell Atlantic and Service Electric Telephone, Inc. for approval of an Interconnection Agreement

To: James J. McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants

Cheryl Walker Davis
of to Cheryl
3/20/00

On October 15, 1998, the above-captioned Petition was filed with the Commission and on April 30, 1999, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on May 24, 1999, Bell filed a letter indicating that a true and correct copy of the Agreement was filed with the original Petition and it is not necessary to file another copy. Accordingly, please mark this proceeding as closed with respect to the Interconnection Agreement **between Bell and Service Electric.**

If you have any questions concerning this information, please feel free to contact me.

DOCUMENT
FOLDER

DOCKETED
MAR 28 2000

I N T E R
O F F I C E

MEMO

July 14, 2000

Subject: A-310651; Joint Petition of GTE North, Inc. and Service Electric Telephone, Inc. for Approval of an Interconnection Agreement

To: James J. McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants *CWD*

On August 5, 1999, the above-captioned Petition was filed with the Commission and on October 1, 1999, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on October 6, 1999, GTE North filed the true and correct copy of the Agreement pursuant to the Order. Accordingly, please mark this proceeding as closed with respect to this Interconnection Agreement.

If you have any questions concerning this information, please feel free to contact me.

not to close 8/22/00
DOCKETED
SEP 05 2000

DOCUMENT
FOLDER



RECEIVED RECEIVED
 SERVICE ELECTRIC TELEPHONE
 4242 Mauch Chunk Road
 Coplay, PA 18037-2198
 Voice 610-841-4100
 FAX 610-841-0044
 SECRETARY'S BUREAU

May 6, 2002

James J. McNulty, Secretary
 Pennsylvania Public Utility Commission
 P O Box 3265
 Harrisburg PA 17105-3265

RE: Consumer Education Campaign
 PUC A-Number 310651
 Service Electric Telephone, Inc.

ORIGINAL DOCUMENT
 RECEIVED
 MAY - 9 AM 9:19
 PA PUC
 SECRETARY'S BUREAU

Dear Mr. McNulty:

A-310651

This is to inform the Pennsylvania Public Utility Commission that Service Electric Telephone Inc. is no longer a corporation. A Certificate of Merger was filed with the Pennsylvania Department of State Corporation Bureau on March 10, 2000, which merged Service Electric Telephone Inc. into Service Electric Telephone Company, LLC. A copy of the filed Certificate of Merger is enclosed for your records.

Therefore, please delete Service Electric Telephone Inc from any future mailings. Thank you for your cooperation in this matter. If you have any questions, please call me at 610-799-0225.

Sincerely,

Patricia L. Stewart

Patricia L. Stewart
 Treasurer

Pls

Enclosure

4

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722

426

SERVICE ELECTRIC TELEPHONE COMPANY, LLC

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2912061

MICROFILM NUMBER: 2000020

0254-0255

Durant

DUANE MORRIS & HECKSCHER LLP
COUNTER

200020 - 254

MAR 10 2000

Microfilm Number _____

Entity Number 2912061

DOCKETED
JUN 01 2002

Filed with the Department of State on _____

Keri Ringgold
Secretary of the Commonwealth *JK*

CERTIFICATE OF MERGER OR CONSOLIDATION-LIMITED LIABILITY COMPANY

DSCB:15-8958 (Rev 85)

In compliance with the requirements of 15 Pa.C.S. § 8958 (relating to certificate of merger or consolidation), the undersigned limited liability company and corporation, desiring to effect a merger or consolidation, hereby state that:

1. The name of the limited liability company surviving the merger or consolidation is: Service Electric Telephone Company, LLC

2. (Check and complete one of the following):

DOCUMENT

The surviving limited liability company is a domestic limited liability company and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 4242 Mauch Chunk Road Coplay PA 18037 Lehigh
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

_____ The surviving limited liability company is a qualified foreign limited liability company formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

_____ The surviving limited liability company is a nonqualified foreign limited liability company formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

_____ Number and Street City State Zip

3. The name and the address of its current registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic limited liability company and qualified foreign limited liability company or other entity which is a party to the plan of merger or consolidation are as follows:

Name of Entity Address of Registered Office or Name of Commercial Registered Office Provider County
Service Electric Telephone, Inc. 4242 Mauch Chunk Road, Coplay, PA 18037 Lehigh

PA DEPT OF STATE

DSCB:15-8958 (Rev 95)-2

4. (Check, and if appropriate complete, one of the following):

The plan of merger or consolidation shall be effective upon filing this Certificate of Merger or Consolidation in the Department of State.

The plan of merger or consolidation shall be effective on: _____ at _____
Date Hour

5. The manner in which the plan of merger or consolidation was adopted by each domestic limited liability company or other entity is as follows:

Name of Entity	Manner of Adoption
<u>Service Electric Telephone Company, LLC</u>	<u>Adopted by the members and managers pursuant to 15 Pa.CS §8957(a).</u>
<u>Service Electric Telephone, Inc.</u>	<u>Adopted by the shareholders and directors pursuant to 15 Pa CS §1924</u>

6. ~~(Strike out this paragraph if no foreign limited liability company is a party to the merger or consolidation):~~ The plan was authorized, adopted or approved, as the case may be, by the foreign limited liability company (or each of the foreign limited liability companies) party to the plan in accordance with the laws of the jurisdiction in which it is organized.

7. (Check, and if appropriate complete, one of the following):

The plan of merger or consolidation is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 8958(b) (relating to omission of certain provisions of plan of merger or consolidation) the provisions, if any, of the plan of merger or consolidation that amend or constitute the operative Certificate of Organization of the surviving limited liability company as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger or consolidation is on file at the principal place of business of the surviving limited liability company, the address of which is:

<u>4242 Mauch Chunk Road</u>	<u>Coplay</u>	<u>PA</u>	<u>18037</u>
Number and Street	City	State	Zip

IN TESTIMONY WHEREOF, the undersigned limited liability company and corporation have caused this Certificate of Merger or Consolidation to be signed by a duly authorized member, manager or officer thereof this 21ST day of December, 1999.

SERVICE ELECTRIC TELEPHONE, INC.

By: William D. George II
William D. George, II
President

SERVICE ELECTRIC TELEPHONE COMPANY, LLC

By: William D. George II
William D. George, II
President