

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of February 11, 1997

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

PENNSYLVANIA INTERMEDIA COMMUNICATIONS, INC.

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 14th day of January (the "Effective Date"), by and between Bell Atlantic-Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, 32nd Floor, Philadelphia, Pennsylvania 19103, and Pennsylvania Intermedia Communications, Inc. ("ICI"), a Pennsylvania corporation with offices at 319 Market Street, Harrisburg, Pennsylvania, 17101.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein; and

WHEREAS, Sections 251, 252, and 271 of the Telecommunications Act of 1996 have specific requirements for interconnection, unbundling, and service resale, commonly referred to as the "Checklist", and the Parties intend that this Agreement meet those Checklist requirements.

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, ICI and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which BA and ICI (individually, a "Party" and collectively, the "Parties") will offer and provide to each other network Interconnection, access to Network Elements, ancillary services, and wholesale Telecommunications Services available for resale within each LATA in which they both operate within Pennsylvania. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Pennsylvania Public Utility Commission, and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. So long as the Agreement remains in effect, neither Party shall advocate before any legislative, regulatory, or other public forum that any term of this Agreement be modified or eliminated, unless mutually agreed to by the Parties.

1.0 DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0.

1.1 “Act” means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 “ADSL” or “Asymmetrical Digital Subscriber Line” means a transmission technology which transmits an asymmetrical digital signal of up to 6 mbps to the Customer and up to 640 kbps from the Customer.

1.3 “Agreement” means this Interconnection Agreement under Sections 251 and 252 of the Act and all Exhibits and Schedules appended hereto.

1.4 “Ancillary Traffic,” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: LSV/VCI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information services requiring special billing.

1.5 “Applicable Laws” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

1.6 “As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7 “As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.8 “Automatic Number Identification” or “ANI” means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.9 “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) parameter which refers to the number transmitted through a network identifying the calling party.

1.10 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:

(a) “End Office Switch” or “End Office” is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) “Tandem Switch” or “Tandem Office” or “Tandem” is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers’ aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.11 “CLASS Features” means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification, and future offerings.

1.12 “Collocation” means an arrangement whereby one Party’s (the “Collocating Party”) facilities are terminated in equipment necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis that has been installed and maintained at the premises of a second Party (the “Housing Party”). For purposes of Collocation, the “premises” of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any other location for which Collocation has been ordered by the FCC or Commission. Collocation may be “physical” or “virtual”. In “Physical Collocation,” the Collocating Party installs and maintains its own equipment in the Housing Party’s premises. In “Virtual Collocation,” the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party’s premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC and the Commission. Upon request by either Party, BA and ICI will address the provision of additional types of Collocation arrangements, including additional physical locations and alternative utilizations of space and facilities.

1.13 “Commission” means the Pennsylvania Public Utility Commission.

1.14 “Common Channel Signaling” or “CCS” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). BA and ICI currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the common channel signaling access connection or service, respectively, which connects one Party’s signaling point of interconnection (“SPOI”) to the other Party’s STP for the exchange of SS7 messages.

1.15 “Competitive Local Exchange Carrier” or “CLEC” means any Local Exchange Carrier other than BA, operating as such in BA’s certificated territory in Pennsylvania. ICI is a CLEC.

1.16 “Cross Connection” means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party’s equipment and (ii) the equipment or facilities of the Housing Party.

1.17 “Customer” means a third-party residence or business end-user subscriber to Telecommunications Services provided by either of the Parties.

1.18 “Dialing Parity” is As Defined in the Act.

1.19 “Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

1.20 “Digital Signal Level 0” or “DS0” means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.21 “Digital Signal Level 1” or “DS1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.22 “Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.23 “Exchange Access” is As Defined in the Act.

1.23.A “Exchange Access Frame Relay Service” is a connection-oriented packet-switched data service that allows for the interconnection of Local Area Networks (LANs) or other compatible customer equipment across a wide area for the purpose of interstate or intrastate access.

1.24. “Exchange Message Record” or “EMR” means the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement, and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. (“Bellcore”) document that defines industry standards for Exchange Message Records.

1.25 “FCC” means the Federal Communications Commission.

1.26 “FCC Regulations” means the amendments to Title 47 of the Code of Federal Regulations adopted in, and the additional requirements of, the First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service

Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996 and released on August 8, 1996, and the Second Report and Order and Memorandum Opinion and Order, CC Docket Nos. 96-98, 95-185, and 92-237, adopted and released on August 8, 1996, as each may be amended, stayed, voided, repealed, or supplemented from time to time.

1.26.A “Frame Relay Service” is a data communications service that provides for data connectivity between/among widely distributed locations. This connectivity is provided via Permanent Virtual Circuit (PVC) connections implemented over joint interconnection facilities utilizing a switch dedicated to high-speed data services.

1.27 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which transmits up to 784 kbps simultaneously in both directions on a two-wire channel using a 2 Binary / 1 Quaternary (“2B1Q”) line code.

1.28 “Incumbent Local Exchange Carrier” is As Defined in the Act. For purposes of this Agreement, BA is an Incumbent Local Exchange Carrier.

1.29 “Independent Telephone Company” or “ITC” means any entity other than BA which, with respect to its operations within the Commonwealth of Pennsylvania, is an Incumbent Local Exchange Carrier.

1.30 “Information Service Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s information services platform (e.g., 540, 550, 556, 846, 936, and 970).

1.30.A “Inside Wire” or “Inside Wiring” means all wire, cable, terminals, hardware, and other equipment or materials on the Customer’s side of the Rate Demarcation Point.

1.31 “Integrated Digital Loop Carrier” means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.32. “Integrated Services Digital Network” or “ISDN” means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (“BRI-ISDN”) provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (“PRI-ISDN”) provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.33 “Interconnection” is as Described in the Act, and means the connection of separate pieces of equipment or transmission facilities within, between, or among networks. The architecture of Interconnection may include, but is not limited to, Collocation Arrangements, entrance facilities, and Mid-Span Meet arrangements.

1.34 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.35 “Interim Number Portability” or “INP” means the use of existing and available call routing, forwarding, and addressing capabilities (e.g. remote call forwarding) to enable a Customer to receive Telephone Exchange Service provided by any Local Exchange Carrier operating within the exchange area with which the Customer’s telephone number(s) is associated, without having to change the telephone number presently assigned to the Customer and regardless of whether the Customer’s chosen Local Exchange Carrier is the carrier that originally assigned the number to the Customer.

1.36 “InterLATA” is As Defined in the Act.

1.37 “IntraLATA Toll Traffic” means those intraLATA calls that are not defined as Local Traffic in this Agreement.

1.38 “Line Side” means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

1.39. “Line Status Verification” or “LSV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.40 “Local Access and Transport Area” or “LATA” is As Defined in the Act.

1.41 “Local Exchange Carrier” or “LEC” is As Defined in the Act. The Parties to this Agreement are or will shortly become Local Exchange Carriers.

1.42. “Local Serving Wire Center” means a Wire Center that (i) serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located, or any Wire Center in the LATA in which the other Party’s Wire Center, aggregation point, point of termination or point of presence is located in which the other Party has established a Collocation Arrangement or is purchasing an entrance facility, and (ii) has the necessary multiplexing capabilities for providing transport services.

1.43 “Local Telephone Number Portability” or “LTNP” means “number portability” As Defined in the Act.

1.44 “Local Traffic,” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that other Party’s network, within a given local calling area, or expanded area service (“EAS”) area, as defined in BA’s effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission.

1.45. “Main Distribution Frame” or “MDF” means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center.

1.46. “MECAB” means the Multiple Exchange Carrier Access Billing (MECAB) 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 Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.47 “MECOD” means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.48 “Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs. “Meet-Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

1.49. “Mid-Span Meet” means an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon Interconnection point utilizing a fiber hand-off and, at the delivering carrier’s option, may interface with such carrier’s collocated equipment to gain access to unbundled elements.

1.50 “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” means the MPB method whereby each LEC prepares and renders its own meet point bill in accordance with its own Tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the LEC provides.

1.51 “Network Element” is As Defined in the Act.

1.52 “Network Element Bona Fide Request” means the process described on Exhibit B that prescribes the terms and conditions relating to a Party’s request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.52.A “Network Interface Device” or “NID” means the BA-provided interface terminating BA’s telecommunications network on the property where the Customer’s service is located at a point determined by BA. The NID contains a FCC Part 68 registered jack from which Inside Wire may be connected to BA’s network.

1.53 “North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.54. “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs, “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, 500 and 888 are examples of Non-Geographic NPAs.

1.55 “NXX,” “NXX Code,” or “End Office Code” means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

1.56 “Permanent Number Portability” or “PNP” means the use of a database or other technical solution that comports with regulations issued by the FCC to provide LTNP for all customers and service providers.

1.57 “Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which serves as the Interconnection between individual loops or individual Customer trunks and the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer’s network address. The Port Element is part of the provision of unbundled local Switching Element.

1.58 “Rate Center Area” or “Exchange Area” means the specific geographic point and corresponding geographic area which has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A “Rate Center Point” is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.59 “Rate Demarcation Point” means the Minimum Point of Entry (“MPOE”) of the property or premises where the Customer's service is located as determined by BA. This point is where network access recurring charges and BA responsibility stop and beyond which Customer responsibility begins.

1.60 “Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be

an End Office location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/ Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/ Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.61 “Reciprocal Compensation” is As Described in the Act, and refers to the payment arrangement set forth in subsection 5.7 below.

1.62 “Service Control Point” or “SCP” means the node in the common channel 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 a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.63 “Signaling Transfer Point” or “STP” means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.64 “Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.65 “Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.66 “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, and 900 access.

1.67 “Switching Element” is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user customer(s). The Switching Element will be provisioned with a Port Element, which provides line side access to the Switching Element.

1.68 “Tariff” means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.69 “Technically Feasible Point” is As Described in the Act.

1.70 “Telecommunications” is As Defined in the Act.

1.71 “Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.72 “Telecommunications Carrier” is As Defined in the Act.

1.73 “Telecommunications Service” is As Defined in the Act.

1.74 “Telephone Exchange Service,” sometimes also referred to as “Exchange Service,” is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations on the public switched telecommunications network.

1.75 [Reserved]

1.76 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.77 “Transit Traffic” means any traffic that originates from or terminates at ICI’s network, “transits” BA’s network substantially unchanged, and terminates to or originates from a third carrier’s network, as the case may be. “Transit Traffic Service” provides ICI with the ability to use its connection to a BA Tandem for the delivery of calls which originate or terminate with ICI and terminate to or originate from a carrier other than BA, such as another CLEC, a LEC other than BA, or a wireless carrier. In these cases, neither the originating nor terminating Customer is a Customer of BA. This service is provided through BA’s Tandems. “Transit Traffic” and “Transit Traffic Service” do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

1.78 “Trunk Side” means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier’s network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.79 “Unbundled Local Loop Element” or “ULL” means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in the Customer’s serving End Office to the Rate Demarcation Point (or network interface device (NID) if installed) in or at a Customer’s premises. The actual loop transmission facilities used to provide an ULL may utilize any of several technologies.

1.80 “Verification with Call Interruption” or “VCI” means a service that may be requested and provided when Line Status Verification has determined that a line is busy due to an ongoing call. VCI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.81 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.82 "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION.

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 20 regarding rates and charges, each Party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 INTERCONNECTION ACTIVATION DATES AND IMPLEMENTATION SCHEDULE.

Subject to the terms and conditions of this Agreement, each Party shall exercise its best efforts to adhere to the Interconnection Activation Dates and Network Implementation Schedule set forth in Schedule 3.0, and to provide fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers as soon as reasonably practicable following the achievement of the milestones in said Schedule for each listed LATA in Pennsylvania. Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the intention of the Parties to interconnect in additional LATAs pursuant to subsection 4.4 by attaching one or more supplementary schedules to Schedule 3.0. The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of

the Competitive Checklist, under Section 271 of the Act. ICI represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic (including Frame Relay Service traffic). Subject to the terms and conditions of this Agreement, Interconnection of the Parties facilities and equipment for the transmission and routing of Local Traffic and Toll Traffic pursuant to this Section 4 shall be established on or before the corresponding “Interconnection Activation Date” shown for each such LATA within Pennsylvania on Schedule 3.0 and in accordance with the standards set forth in subsection 10.2. Both Schedule 3.0 and Schedule 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect additional or changed Interconnection Points in Pennsylvania by attaching one or more supplementary addenda to such Schedule.

4.1 Scope

4.1.1 Section 4 describes the architecture for Interconnection of the Parties’ facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.2.8 below, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5 below;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA 800/888 traffic, between ICI Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a BA Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7 below;

LSV/VCI Trunks for the transmission and routing of terminating LSV/VCI traffic, in accordance with Section 7 below;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below;

Frame Relay Trunks for the transmission and routing of Frame Relay Service traffic, in accordance with Section 7 below;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with subsection 19.4 below; and

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with subsection 19.4 below.

Choke Trunks for traffic congestion and testing.

4.1.2 To the extent required by Section 251 of the Act, this Agreement provide for Interconnection to each other's networks at any technically feasible point. For the purposes of this Agreement, the Parties agree that Interconnection for the transport and termination of traffic may take place, in the case of BA, at a terminating End Office, a Tandem, a Local Serving Wire Center and/or other points as specified herein, and, in the case of ICI, at a Central Office and/or other points as specified herein, and, in the case of both Parties, any mutually agreed-upon Mid-Span Meet arrangement as provided in Section 4.3 below. For purposes of Interconnection, if ICI delivers traffic to BA at a BA End Office or Tandem point of Interconnection other than the terminating End Office or Tandem subtended by the terminating End Office, then such point of Interconnection shall be deemed to be a Local Serving Wire Center. In such instances and whenever ICI utilizes a Local Serving Wire Center as point of Interconnection, ICI shall designate that such traffic be transported via a separate trunk group to the BA Tandem that is subtended by the applicable terminating End Office. In such cases, the BA Tandem subtended by the terminating End Office will serve as the BA-IP (as defined below).

4.1.3 The Parties shall establish interconnection points (collectively, the "Interconnection Points" or "IPs") at the available locations designated in Schedule 4.0. The mutually agreed-upon IPs on the ICI network at which ICI will provide transport and termination of traffic shall be designated as the ICI Interconnection Points ("I-IPs"); the mutually agreed-upon IPs on the BA network shall be designated as the BA Interconnection Points ("BA-IPs") and shall be either a BA terminating End Office or Tandem.

4.1.4 In recognition of the large number and variety of BA-IPs available for use by ICI, ICI's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of I-IPs available to BA to select from for similar purposes, and as an express condition of BA's making its LSWCs available to ICI as points of Interconnection pursuant to subsection 4.1.2 above, ICI shall charge BA no more than ICI's Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to a I-IP in any given LATA. The Parties may by mutual agreement establish additional Interconnection Points at any technically feasible points consistent with the Act.

4.1.5 The Parties shall configure separate trunk groups (as described in subsection 4.1.1 above) for traffic from ICI to BA, and for traffic from BA to ICI, respectively; however, the trunk groups shall be equipped as two-way trunks for testing purposes. As provided in Section 10 below, the Parties agree to consider as part of the Joint Process the feasibility of combining any of the separate trunk groups into a single two-way trunk group.

4.2 Physical Architectures

4.2.1 In each LATA identified in Schedule 4.0, the Parties shall utilize the I-IP(s) and BA-IP(s) designated in such Schedule as the points from which each Party will provide the transport and termination of traffic.

4.2.2 ICI shall have the sole right and discretion to specify any of the following methods for interconnection at any of the BA-IPs:

- (a) a Physical or Virtual Collocation facility ICI establishes at the BA-IP;
- (b) a Physical or Virtual Collocation facility established separately at the BA-IP by a third party with whom ICI has contracted for such purposes; and/or
- (c) an entrance facility and transport (where applicable) leased from BA (and any necessary multiplexing), where such facility extends to the BA-IP from a mutually agreed to point on ICI's network.

4.2.3 ICI shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13. BA shall provide the transport and termination of the traffic beyond the BA-IP.

4.2.4 ICI may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.5 BA shall have the sole right and discretion to specify any one of the following methods for Interconnection at any of the I-IPs:

- (a) upon reasonable notice to ICI, a Physical or Virtual Collocation facility BA establishes at the I-IP;
- (b) a Physical or Virtual Collocation facility established separately at the I-IP by a third party with whom BA has contracted for such purposes; and/or
- (c) an entrance facility leased from ICI (and any necessary multiplexing), where such facility extends to the I-IP from a mutually agreed upon point on BA's network.

4.2.6 BA shall provide its own facilities for the delivery of traffic to any Collocation arrangement it establishes at an I-IP pursuant to Section 13. ICI shall provide the transport and termination of the traffic beyond the I-IP.

4.2.7 BA may order from ICI any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.8 Under any of the architectures described in this subsection 4.2, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 below and pursuant to the other Party's Switched Exchange Access Service tariffs. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

4.3 Mid-Span Meets.

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (i) a Mid-Span Meet arrangement in accordance with the terms of this subsection 4.3 that utilizes either wireless or wireline transmission facilities, or a combination of both, or (ii) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms BA offers such SONET services to other carriers. In the event the Parties agree to adopt a Mid-Span Meet arrangement that utilizes both wireless and wireline facilities, ICI agrees to bear all expenses associated the purchase of equipment, materials, or services necessary to facilitate a wireless to wireline meet up to and including the optical to electrical multiplexer necessary to effect a fiber hand-off to BA.

4.3.2 The establishment of any Mid-Span Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Meet arrangement. Any Mid-Span Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

4.3.3 Mid-Span Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this subsection 4.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the

provision of unbundled Network Elements via a Mid-Span Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Meet arrangement for access to such Elements, shall be limited to that which is required by the FCC Regulations, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

4.4 Interconnection in Additional LATAs

4.4.1 If ICI determines to offer Telephone Exchange Services in any LATA not listed in Schedule 3.0 in which BA also offers Telephone Exchange Services, ICI shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.4.2 The notice provided in subsection 4.4.1 shall include (i) the initial Routing Point ICI has designated in the new LATA; (ii) ICI's requested Interconnection Activation Date (and related milestone dates in accordance with the format in Schedule 3.0); and (iii) a non-binding forecast of ICI's trunking requirements.

4.4.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) ICI has identified as its initial Routing Point(s) in the LATA as the I-IP(s) in that LATA and shall designate mutually agreed upon BA Local Serving Wire Center(s) that houses a Tandem Office within the LATA nearest to the I-IP (as measured in airline miles utilizing the V&H coordinates method) as the BA-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from the BA-IP to the I-IP, the I-IP shall be no further than an entrance facility away from the BA-IP.

4.4.4 The Parties shall agree upon an addendum to Schedule 3.0 to reflect the schedule applicable to each new LATA requested by ICI; provided, however, that unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of ICI's notice, BA and ICI shall confirm the BA-IP, the I-IP and the Interconnection Activation Date for the new LATA by attaching an addendum to Schedule 3.0.

4.5 Interconnection Points for Different Types of Traffic

Each Party shall make available Interconnection Points and facilities for routing of traffic from those Interconnection Points as designated in Schedule 4.5. Any additional traffic that is not covered in Schedule 4.5 shall be subject to separate negotiations between the Parties, except that (i) either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current Switched Exchange Access rates for such traffic, and (ii) upon a bona fide request from either Party, the Parties will exercise all reasonable efforts to conclude an agreement covering the exchange of such traffic.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic Section 5 prescribes parameters for trunk groups (the “Traffic Exchange Trunks”) to be effected over the Interconnections specified in Section 4 for the transmission and routing of Local Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties’ respective Telephone Exchange Service Customers.

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-1 level or higher. Higher speed connections shall be made, when and where available, in accordance with the Joint Implementation and Grooming Process prescribed in Section 10. Ancillary Traffic trunk groups may be made below a DS-1 level, as may be agreed to by the Parties.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.3 Additional Switching System Hierarchy and Trunking Requirements

5.3.1 For purposes of routing ICI traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers’ traffic. For purposes of routing BA traffic to ICI, the subtending arrangements between ICI Tandem Switches (or functional equivalent) and ICI End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which ICI maintains for the routing of its own or other carriers’ traffic.

5.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party’s traffic in accordance with the provisions contained in Section 17 below.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Implementation and Grooming Process as set forth in Section 10.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number (“CPN”) information on each call carried over the Traffic Exchange Trunks at such time as the originating switch is equipped for SS7 and from all switches no later than December 31, 1998. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to

classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, or Interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Exhibit A and applicable Tariffs.

5.6.2 If, under the circumstances set forth in subsection 5.6.1, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.3 If the originating Party does not pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, it will supply an auditable Percent Local Use (“PLU”) report quarterly, based on the previous three months’ traffic, and applicable to the following three months. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same trunk group, it will supply an auditable Percent Interstate Use (“PIU”) report quarterly, based on the previous three months’ terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon interim period.

5.6.4 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. BA’s delivery of Traffic to ICI that originated with a third carrier is addressed in subsection 7.3. Where ICI delivers Traffic (other than Local Traffic) to BA, except as may be set forth herein or subsequently agreed to by the Parties, ICI shall pay BA the same amount that such carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by ICI. Compensation for the transport and termination of traffic not specifically addressed in this subsection 5.7 shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic. BA shall provide notice to ICI of any BA filing to the Commission that would alter the classification of particular traffic as Local or IntraLATA Toll Traffic.

5.7.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.2 The Parties shall compensate each other for the transport and termination of Local Traffic in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto) or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. Until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations, the rates set forth in Exhibit A shall be applied as interim rates as more fully described in Exhibit A and subsection 20.1.2 below. These rates (interim and permanent) are to be applied at the I-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by ICI. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the I-IP, except as set forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

5.7.4 Compensation for transport and termination of all Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14 shall be as specified in subsection 14.5.

5.7.5 The designation of Traffic as Local or Toll for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the carrier(s) involved in carrying any segment of the call.

5.7.6 Each Party reserves the right to measure and audit all Traffic, up to a maximum of two audits per calendar year, to ensure that proper rates are being applied appropriately, provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

5.7.7 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g. collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Pennsylvania in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between ICI Telephone Exchange Service Customers and Interexchange Carriers (“Access Toll Connecting Trunks”), in any case where ICI elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (10XXX and 101XXXX) traffic.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 ICI shall establish Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from ICI’s Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow ICI’s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch ICI utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to a Tandem BA utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which BA Tandem(s) will be subtended by each ICI End Office Switch. ICI’s End Office switch shall subtend the BA Tandem that would have served the same rate center on BA’s network. Alternative configurations will be discussed as part of the Joint Implementation and Grooming Process.

6.3 Meet-Point Billing Arrangements

6.3.1 ICI and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF’s MECAB and MECOD documents, except as modified herein, and BA’s Pennsylvania Tariff Number 302, Section 2.4.7. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Local Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the BA-IP in the LATA, unless otherwise agreed to by the Parties.

6.3.4 ICI and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access tariffs, and/or provisions within the National Exchange Carrier Association (“NECA”) tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 Each Party shall implement the “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party.

6.3.6 The rate elements to be billed by each Party are as set forth in Schedule 6.3. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Local Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.17 below.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (“CIC”) of the IXC, and identification of the IXC’s Local Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 BA shall provide ICI with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 ICI shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:

To ICI: Sally Garnett
Intermedia-North
5015 Campuswood Drive East
Syracuse, NY 13507
(315) 433-0022 ext. 375

To BA: Bell Atlantic
Tape Library
1500 Tech Center Drive
Monroeville, PA 15146

Either Party may change its address for receiving usage data by notifying the other Party in writing.

6.3.11 Each Party shall coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers or Operating Company Number (“OCN”), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Errors may be discovered by ICI, the IXC or BA. Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party’s consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

6.3.15 The Parties shall not charge one another for the services rendered or information provided pursuant to this subsection 6.3.

6.3.16 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

6.3.17 In the event ICI determines to offer Telephone Exchange Services in another LATA in which BA operates a Tandem Switch, BA shall permit and enable ICI to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the ICI Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Rating Point/BA Local Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{ICI Billing Percentage} \\ &\text{and} \\ b / (a + b) &= \text{BA Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the Rating Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA Local Serving Wire Center and the actual point of interconnection for the MPB arrangement.

ICI shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.4.1 above. Within ten (10) business days of ICI's delivery of notice to BA, BA and ICI shall confirm the new Rating Point/BA Local Serving Wire Center combination and billing percentages. Nothing in this subsection 6.3.17 shall be construed to limit ICI's ability to select to interconnect with BA in additional LATAs by means of Interconnection at a Local Serving Wire Center, to the extent that such Interconnection is permitted under this Agreement.

6.3.18 Within thirty (30) days of a request by ICI, BA agrees to notify all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that BA and ICI have entered in a Meet Point Billing arrangement.

6.4 800/888 Traffic

The following terms shall apply when either Party delivers 800/888 calls to the other Party for completion.

6.4.1 When ICI delivers translated 800/888 calls to BA for completion

(a) to an IXC, ICI shall:

(i) Provide a MPB record in an industry standard format to BA; and

(ii) Bill the IXC the appropriate ICI query charge associated with the call.

(b) as an IntraLATA call to BA or another LEC in the LATA, ICI shall:

(i) Provide a copy record in an industry standard format to BA or the terminating LEC;

(ii) Submit the call records to ITORP for payment by BA or the LEC that is the 800/888 service provider of ICI's and any intermediate LEC's Tariffed Exchange Access charges and query charges.

6.4.2 When BA delivers translated 800/888 calls originated by BA's or another LEC's Customers to ICI for completion

(a) to ICI in its capacity as an IXC, BA shall:

(i) Bill ICI the appropriate BA query charge associated with the call; and

(ii) Bill ICI the appropriate FGD Exchange Access charges associated with the call.

(b) as an IntraLATA call to ICI in its capacity as a LEC,

(i) the originating LEC shall submit the appropriate call records to BA for processing under the IntraLATA Toll Originating Responsibility Plan ("ITORP") for payment by ICI of BA's (and another LEC's, if appropriate) tariffed Exchange Access charges; and

(ii) ICI shall pay the originating LEC's appropriate query charge associated with the call.

6.4.3 The settlement of all IntraLATA 800/888 calls exchanged pursuant to this subsection 6.4 shall be in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to ICI-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as ICI connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic.

7.1.1 ICI shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. In the event ICI exercises such option, ICI will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow ICI to route information service traffic originated on its network to BA.

7.1.2 ICI shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to BA.

7.1.3 BA shall provide to ICI via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to ICI's Customers pursuant to the BA's agreements with each information services provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

7.1.4 ICI shall bill and collect such information services provider charges and remit the amounts collected to BA less:

- (a) The Information Services Billing and Collection fee set forth in Exhibit A;
and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in BA's billing and collection agreement with the applicable information services provider;
and
- (c) Customer adjustments provided by ICI.

ICI shall provide to BA sufficient information regarding uncollectibles and Customer adjustments to allow BA to pass through the adjustments to the information services provider, and BA shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, ICI shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between ICI and the information services provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations, if any, under Applicable Laws to offer, to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic or from establishing such blocking as the default and requiring that such Customers make an affirmative request to remove the blocking.

7.1.6 To the extent either Party offers variable rated (e.g. 976, 554, and/or 915, as applicable) information services, the Parties may agree to separate arrangements for the billing and compensation of such services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.2 LSV/VCI Traffic

7.2.1 If in the future Party A decides or is required by a regulatory body of competent jurisdiction to offer LSV and VCI services to enable its Customers to verify and/or interrupt calls of Party B's Customers, Party B shall accept and respond to LSV and VCI requests from the operator bureau of the Party A. Each Party shall compensate the other Party for LSV and VCI inquiries in accordance with the other Party's Tariffed rates, the terms of the Directory Assistance and Call Completion Agreement appended hereto as Exhibit C, or as may be agreed to by the Parties.

7.2.2 The Party B operator shall only verify the status of the line (LSV) or interrupt the line to inform the called party that there is a call waiting. The Party B operator will not complete the telephone call of the Customer initiating the LSV/VCI request. The Party B operator will only make one LSV/VCI attempt per Customer operator bureau telephone call, and the applicable charges apply whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow transparent provision of LSV/VCI Traffic between the Parties' networks.

7.2.4 Each Party shall route LSV/VCI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Local Serving Wire Center, operator services Tandem Office subtended by such Local Serving Wire Center, or other mutually agreed point in the LATA. Separate LSV/VCI trunks delivered at the Local Serving Wire Center will be directed to the operator services Tandem Office designated by Party B. Unless otherwise mutually agreed, the Parties shall configure LSV/VCI trunks over the Interconnection architectures in accordance with the terms of Section 4, consistent with the Joint Implementation and Grooming Process. Party A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Party B.

7.3 Transit Service

7.3.1 Each Party shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, local traffic that transits the other Party's facilities over Traffic Exchange Trunks. If either Party fails to enter into such an arrangement as quickly as commercially reasonable following the Effective Date and to provide written notification of such Agreement, including the relevant rates therein, to the other Party, but continues to utilize the other Party's Transit Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, then the Party utilizing the Transit Service shall, in addition to paying the rate set forth in Exhibit A for said Transit Service, pay the other Party any charges or costs such terminating third party carrier imposes or levies on the other Party for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by the other Party in delivering or terminating such Traffic and/or resulting from the utilizing Party's failure to secure said reciprocal local traffic exchange arrangement. Each Party will, upon request, provide the other Party with all reasonable cooperation and assistance in obtaining such arrangements. In addition, neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, local traffic that does not utilize the Transit Service of the first Party. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Transit Traffic.

7.3.2 Transit Traffic that is originated by an ITC or wireless carrier shall be settled in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D. Meet-Point Billing compensation arrangements as described in subsection 6.3 shall be utilized for compensation for the joint handling of Toll Traffic.

7.3.3 BA expects that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those services supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

7.3.4 Transit Traffic shall be routed over the Traffic Exchange Trunks described in Section 5 above.

7.4 911/E911 Arrangements

7.4.1 ICI may, at its option, interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which ICI provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, BA will provide ICI with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, ICI and BA will negotiate arrangements to connect ICI to the 911 service.

7.4.2 Path and route diverse interconnections for 911/E911 shall be made at the I-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

7.4.3 Within thirty (30) days of its receipt of a request from ICI, BA will provide ICI with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem office(s) in the area in which ICI plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each PSAP in each county in the area in which ICI plans to offer Telephone Exchange Service;

(d) a list of BA personnel who currently have responsibility for each county's 911 requirements;

(e) the ten-digit subscriber number for each PSAP or the "main" PSAP that subtends each BA 911/E911 selective router or 911 Tandem to which ICI is interconnected for the transfer of "0-" calls to the PSAP;

(f) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem;

(g) an electronic interface, when available, through which ICI shall input and provide a daily update of 911/E911 database information related to appropriate ICI Customers. Until such time as an electronic interface is available, ICI shall provide BA with all appropriate 911 information such as name, address, and telephone number in writing for BA's entry into the 911 database system. Any 911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to BA standards, whereas 911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

(h) return of any ICI E911 data entry files containing errors, so that ICI may ensure the accuracy of the Customer records; and

(i) a Design Layout Record ("DLR") of a 911 (CAMA) trunk, if applicable.

7.4.4 In cases where a Customer of one Party elects to discontinue its service and become the Customer of the other Party ("Party B") but desires to retain its original telephone number pursuant to an INP arrangement, Party B will outpulse the telephone number to which the call has been forwarded (i.e. the Customer's ANI) to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

7.4.5 BA and ICI will use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection of ICI systems to the 911/E911 platforms.

7.4.6 BA and ICI will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.4.7 The Parties acknowledge that the provision of INP, until PNP with full 911 compatibility is available, creates a special need to have the Automatic Location Identification ("ALI") screen reflect two number: the "old" number and the "new" number assigned by ICI. The Parties acknowledge further the objective of including the five character Telephone Company Identification ("TCI") of the company that provides service to the calling line as part of the ALI display. Until such time as TCI is operational, however, BA and ICI agree to supply and use the three-letter Access Carrier Name Abbreviation ("ACNA") as the carrier identifier.

7.4.8 ICI will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

7.4.9 ICI will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Pennsylvania.

7.5 Frame Relay Service Traffic

The following provisions shall apply only to Frame Relay Service and Exchange Access Frame Relay Service traffic between BA and ICI when ICI is certified and providing Frame Relay Service as a Local Exchange Carrier, and shall become effective upon approval and implementation of relevant BA Tariffs.

7.5.1 The Parties shall agree to establish Frame Relay Trunks between their respective Frame Relay switches to the mutually-agreed upon Frame Relay Service BA-IP(s) and I-IP(s) in the LATA.

7.5.2 The Parties agree to assess each other reciprocal charges for the Frame Relay Service network to network interfaces (NNIs) that each provides to the other, and that are used to deliver local and intraLATA Frame Relay Service, as set forth in Exhibit A.

7.5.3 The Parties agree that any charges by either Party to the other Party for the facility connecting the Frame Relay Service BA-IP and I-IP used to deliver local and intraLATA Frame Relay Service Traffic shall be apportioned based on the percentage of the airline mileage provided by each Party from that Party's IP to the agreed-upon point of interconnection with the other Party, divided by the total airline mileage between the BA-IP and the I-IP. Transport mileage charges shall be reciprocal pursuant to the rates contained in Exhibit A.

7.5.4 The Parties shall provide to each other the physical address end points for each PVC/CIR. The Parties shall reciprocally charge local and intraLATA PVC/CIRs pursuant to the rates contained in Exhibit A.

7.5.5 This Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. The Parties may provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service over combined Frame Relay Trunks between the respective Frame Relay switches and Frame Relay IPs. Each Party shall identify and report to the other Party the jurisdiction (local and intraLATA, interLATA intrastate, and/or interLATA interstate) of Frame Relay Service and Exchange Access Frame Relay Service that it delivers to the other Party.

7.5.6 Either Party may request a review or audit of the various components of the Frame Relay Service interconnections up to a maximum of two (2) audits per year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld. If it is determined that the jurisdictional nature of the traffic delivered over the Frame Relay Trunks has been misreported by either Party, then that Party shall be responsible to compensate the other Party for the difference between the amount paid to the other Party for the PVC/CIR and/or other relevant elements based on the reported jurisdiction and the amount that should have been paid to the other Party based on the actual jurisdiction, plus interest from the date such amounts would have been due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Applicable Law.

7.5.7 Where either Party requests a reclassification of Frame Relay Trunks that are used to provide Frame Relay Services that are in service on the date that this Agreement is signed, and the requested reclassification does not require a physical reconfiguration, rearrangement, disconnection, or other change of or to facilities or equipment used to provision the services, then the other Party shall assess only its relevant service order or records change order charges to the requesting Party.

7.6 Ancillary Traffic Generally Ancillary Traffic that may be terminated at a BA Local Serving Wire Center pursuant to subsection 4.5 above shall be subject to a separate transport charge for transport from the Local Serving Wire Center to the appropriate Tandem Office, as set forth in Exhibit A.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes. Until such time as number administration is provided by a third party, BA shall provide ICI access to telephone numbers by assigning NXX codes to ICI in accordance with such Assignment Guidelines.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, ICI shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA, in all areas where BA and ICI service areas overlap, and ICI shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 ICI will also designate a Routing Point for each assigned NXX code. ICI shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain ICI's choices regarding the size of the local calling area(s) that ICI may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 The Parties will work cooperatively to install and maintain a reliable network. ICI and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

9.2 Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

9.3 Interference or Impairment

If Party A reasonably determines that the characteristics and methods of operation used by Party B will or may interfere with or impair its provision of services, Party A shall have the right to discontinue Interconnection subject, however, to the following:

9.3.1 Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

9.3.2 Party A shall have concurrently provided a copy of the notice provided to Party B under (a) above to the appropriate federal and/or state regulatory bodies.

9.3.3 Notice in accord with subsections 9.3.1 and 9.3.2 above shall not be required in emergencies and Party A may immediately discontinue Interconnection if reasonably necessary to meet its obligations. In such case, however, Party A shall use all reasonable means to notify Party B and the appropriate federal and/or state regulatory bodies.

9.3.4 Upon correction of the interference or impairment, Party A will promptly renew the Interconnection. During such period of discontinuance, there will be no compensation or credit allowance by Party A to Party B for interruptions.

9.4 Repeated or Willful Noncompliance

The Interconnection provided hereunder may be discontinued by either Party upon thirty (30) days written notice to the other for repeated or willful violation of and/or a refusal to comply with this Agreement in any material respect. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

9.5 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to any other carrier whose network is connected to that of the providing Party. ICI and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.6 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party, and shall use all reasonable efforts to provide at least one hundred eighty (180) days notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10. JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

10.1 Joint Network Implementation and Grooming Process On or before June 1, 1997, unless the Parties agree to a different date, ICI and BA shall jointly develop an implementation and grooming process (the "Joint Process") which shall define and detail, inter alia,

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery provision escalations;
- (d) migration from one-way to two-way Interconnection Trunks upon mutual agreement of the Parties;
- (e) the procedures to govern any ICI request for information concerning available BA network facilities that ICI may purchase as unbundled Network Elements to

connect the beginning and end points within given exchanges specified by ICI in its request; and

(f) a SONET ring arrangement for Interconnection upon mutual agreement of the Parties; and

(g) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this subsection 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 3.0 hereof.

10.2 Installation, Maintenance, Testing and Repair Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself or any subsidiary, affiliate, or third party. For purposes of this Agreement, "equal in quality" means the same or equivalent interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same or equivalent services under like circumstances. If either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be no less favorable than those applicable to comparable arrangements, facilities, or services being provided by such Party to any other carrier whose network is connected to that of the providing Party.

10.3 Forecasting Requirements for Trunk Provisioning Within ninety (90) days of executing this Agreement, ICI shall provide BA a one (1) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups. The forecast shall be updated and provided to BA on a quarterly basis. All forecasts shall include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for I-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.3.1 Initial Forecasts/Trunking Requirements Because BA's trunking requirements will, at least during an initial period, be dependent on the customer segments and service segments within customer segments to whom ICI decides to market its services, BA will be largely dependent on ICI to provide accurate trunk forecasts for both inbound (from BA) and outbound (from ICI) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate local traffic to ICI as ICI provides to terminate local traffic to BA, unless ICI expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks ICI suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to ICI is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and ICI's previous forecasts have proven to be reliable and accurate. Upon the establishment of any new set of trunks for traffic from BA to ICI, BA will monitor traffic for ninety (90) days, and will, as necessary at the end of that period, either augment trunks or disconnect trunks, based on the application of

reasonable engineering criteria and capacity constraints to the actual traffic volume experienced. If, after such initial 90-day period, BA has determined that any trunks in excess of four (4) T-1s are not warranted by actual traffic volumes, then, on ten (10) days' written notice, BA may hold ICI financially responsible for such trunks in excess of four (4) T-1s retroactive to the start of the 90-day period until such time as they are justified by actual traffic volumes, based on the application of reasonable engineering criteria. Similarly, in the event ICI's subsequent forecasts result in BA's provision of trunks that are not warranted by actual traffic volumes over the 90-day period immediately following such forecast, BA may hold ICI financially responsible for all such unwarranted trunks retroactive to the start of the 90-day period until such time as they are justified by actual traffic volumes, based on the application of reasonable engineering criteria. To the extent that BA requires ICI to install trunks for delivery of traffic to BA, ICI may apply the same procedures with respect to BA's trunking requirements.

10.3.2 Future Forecasts/Trunking Requirement The Parties agree to determine and develop reciprocal forecast requirements at the end of two (2) years following the Service Activation Date (as set forth in Schedule 3.0).

11.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)

To the extent required of each Party by Section 251 of the Act, each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that ICI will be able to lease and interconnect to whichever of the Network Elements ICI requires, and to combine the BA-provided elements with any facilities and services that ICI may itself provide, except that ICI shall not recombine Network Elements purchased from BA for use as a substitute for the purchase at wholesale rates of Telecommunications Services that BA provides unless otherwise mandated by the FCC or the Commission or agreed to by BA with other carriers.

11.1 Available Network Elements

At the request of ICI, BA shall provide ICI access to the following unbundled Network Elements in accordance with the requirements of the FCC Regulations:

11.1.1 Local Loops, as set forth in subsection 11.2;

11.1.2 The Network Interface Device, as set forth in subsection 11.3;

11.1.3 Switching Capability, as set forth in subsection 11.4;

11.1.4 Interoffice Transmission Facilities, as set forth in subsection 11.5;

11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 17;

11.1.6 Operations Support Systems, as set forth in subsection 11.6; and

11.1.7 Operator Services and Directory Assistance, as set forth in subsection 19.4.

11.2 Unbundled Local Loop (“ULL”) Transmission Types

Subject to subsection 11.7, BA shall allow ICI to access the following ULL types (in addition to those ULLs available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.2.

11.2.1 “2-Wire Analog Voice Grade ULL” or “Analog 2W” provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Bell Atlantic TR-72565. If “Customer-Specified Signaling” is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.2 “4-Wire Analog Voice Grade ULL” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.3 “2-Wire ISDN Digital Grade ULL” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code.

11.2.4 “2-Wire ADSL-Compatible ULL” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 6Mbps toward the Customer and up to 640 kbps from the Customer. BA will offer ADSL-Compatible ULLs only when the technology BA uses to provide such ULLs is compatible with that of ICI. In addition, ADSL-Compatible ULLs will be available only where existing copper facilities can meet applicable industry standards.

11.2.5 “2-Wire HDSL-Compatible ULL” or “HDSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible ULLs will be available only where existing copper facilities can meet the specifications.

11.2.6 “4-Wire HDSL-Compatible ULL” or “HDSL 4W” provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible ULLs will be available only where existing copper facilities can meet the specifications.

11.2.7 “4-Wire DS1-compatible ULL” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 mbps digital signals

simultaneously in both directions using PCM line code. DS-1-compatible ULLs will be available where existing copper facilities can meet the specifications.

11.2.8 ULLs will be offered on the terms and conditions specified herein and on such other terms in applicable Tariffs that are not inconsistent with the terms and conditions set forth herein. BA shall make ULLs available to ICI at the rates specified by the Commission, as amended from time to time, subject to the provisions of subsection 11.1.9 below.

11.2.9 BA will make Analog 2-Wire ULLs available for purchase by ICI in accordance with the schedule set forth in Schedule 3.0. BA will make BRI ISDN, Analog 4W ULLs and 4-Wire DS-1-compatible ULLs available for purchase by ICI by the later of January 1, 1997, or the date when the ULL milestone contained in Schedule 3.0 is achieved in the LATA. BA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire ULLs available to ICI no later than the date on which it makes such ULLs commercially available to any other Telecommunications Carrier in Pennsylvania, unless such date is earlier than the ULL milestone date contained in Schedule 3.0 with respect to a particular LATA, in which case the ULL milestone date shall apply.

11.3 Network Interface Device

At the request of ICI, BA shall permit ICI to connect a carrier's loop to the Inside Wiring of a Customer's premises through BA's NID in the manner set forth in Schedule 11.3. ICI must establish the connection to BA's NID through an adjoining NID deployed by ICI. The Customer shall be responsible for resolving any conflicts between service providers for access to Customer's premises and Inside Wire.

11.4 Unbundled Switching Elements

BA shall make available to ICI the local Switching Element and tandem Switching Element unbundled from transport, local loop transmission, or other services in accordance with all Applicable Laws and as more fully described in Schedule 11.4.

11.5 Interoffice Transmission Facilities

BA shall provide ICI local transport from the trunk side of BA's Central Office Switches unbundled from switching, unbundled interoffice transmission facilities, and other services in accordance with Exhibit A.

11.6 Operations Support Systems

BA shall provide ICI with access via electronic interfaces or electronic bonding to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. Until such electronic access is established, BA shall provide ICI with comparable information via facsimile or other mutually agreed upon medium.

11.7 Limitations on Unbundled Access

11.7.1 ICI shall access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist or other mutually agreed upon means of Interconnection, and each ULL or Port shall, in the case of Collocation, be delivered to ICI's Collocation by means of a Cross Connection.

11.7.2 BA shall provide ICI access to its Unbundled Local Loops at each of BA's Wire Centers for loops terminating in that Wire Center. In addition, if ICI requests one or more ULLs provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to ICI. If, however, no spare physical ULL is available, BA shall within three (3) business days of ICI's request notify ICI of the lack of available facilities. ICI may then at its discretion make a Network Element Bona Fide Request to BA to provide the Unbundled Local Loop through the demultiplexing of the integrated digitized ULL(s). ICI may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Alternatively, ICI may choose to avail itself of BA's Special Construction services, as set forth in Exhibit A, for the provisioning of such ULL(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in subsection 11.9 and the Performance Criteria and Performance Interval Dates set forth in subsection 27.1 and Schedule 27, respectively, shall not apply to ULLs provided under this subsection 11.7.2.

11.7.3 If ICI orders a ULL type and the distance requested on such ULL exceeds the transmission characteristics in applicable technical references, distance extensions may be required and additional rates and charges shall apply as set forth in Exhibit A or applicable Tariffs.

11.7.4 BA will exercise all reasonable efforts to ensure that the service intervals that apply to ULLs and unbundled Ports are comparable to the (i) repair intervals that apply to the bundled dial tone line service, and (ii) installation intervals that apply to other BA-coordinated services, except as provided in Section 27. Although BA will make commercially reasonable efforts to ensure that ULLs and unbundled ports meet specified or agreed-upon technical standards, BA makes no warranty that the ULLs or unbundled Ports supplied by BA hereunder will be compatible with the services ICI may offer to its Customers if they are used in a manner not contemplated by the Parties.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 BA shall, upon request of ICI, and to the extent technically feasible, provide to ICI access to its Network Elements on an unbundled basis for the provision of ICI's Telecommunications Service. Any request by ICI for access to an BA Network Element that is not already available and is not specifically required to be offered under regulations or orders of the FCC or the Commission shall be treated as a Network Element Bona Fide Request. ICI shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

11.8.2 A Network Element obtained by one Party from the other Party under this subsection 11.8 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this subsection 11.8, a Party shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.6 except as required by the Commission or FCC.

11.8.4 BA will, on a semi-annual basis, notify ICI of the availability of new unbundled Network Elements.

11.9 Provisioning of Unbundled Local Loops

The following coordination procedures shall apply for conversions of “live” Telephone Exchange Services to ULLs. These and other mutually agreed-upon procedures shall apply reciprocally for the “live” cutover of Customers from BA to ICI and from ICI to BA.

11.9.1 Upon request by ICI, BA will apply the following coordination procedures to conversions of live Telephone Exchange Services to ULLs. Coordinated cutover charges will apply to any such arrangement. If ICI elects not to request coordinated cutover, BA will process ICI’s request in the normal course and subject to the normal installation intervals.

11.9.2 ICI shall request ULLs from BA by delivering to BA a valid electronic transmittal service order (when available) or another mutually agreed-upon type of service order such as a Loop/NID Time and Material form. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. Within forty-eight (48) hours of BA’s receipt of such valid service order, BA shall provide ICI the firm order commitment date according to the Performance Interval Dates set forth in Schedule 27 by which the ULLs covered by such service order will be installed. In addition, BA shall provide ICI with the related ULL design information, if available, at least forty eight (48) hours prior to the scheduled cutover time.

11.9.3 On each ULL order in a Wire Center, ICI and BA will agree on a cutover time at least forty eight (48) hours before that cutover time. The cutover time will be defined as a 15-30 minute window within which both the ICI and BA personnel will make telephone contact to complete the cutover.

11.9.4 Within the appointed 15-30 minute cutover time, the ICI person will call the BA organization designated to coordinate cross-connection work and when the BA organization is reached in that interval such work will be promptly performed.

11.9.5 If ICI requires a change in scheduling, it must contact BA to issue a supplement to the original order. The negotiations process to determine the date and time of cutover will then be reinitiated as usual.

11.9.6 If the ICI person is not ready within the appointed interval and if ICI had not called to reschedule the work at least two (2) hours prior to the start of the interval, ICI shall be liable for the non-recurring charge for the unbundled elements scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply.

11.9.7 If BA is not available or not ready at any time during the appointed 15-30 minute interval, ICI and BA will reschedule and BA will waive the non-recurring charge for the unbundled elements originally scheduled for that interval, whenever those unbundled elements are actually cut over pursuant to an agreed-upon rescheduling.

11.9.8 The standard time expected from disconnection of a live Telephone Exchange Service to the connection of the unbundled element to the ICI Collocation Arrangement is fifteen (15) minutes per voice grade circuit for all orders consisting of twenty (20) ULLs or less. Orders involving more than twenty (20) ULLs will require a negotiated interval.

11.9.9 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cutover, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the Customer are the responsibility of ICI.

11.9.10 If ICI has ordered INP as part of an ULL installation, BA will coordinate implementation of INP with the ULL installation. BA's provision of unbundled elements shall in all cases be subject to the availability of suitable facilities, to the extent permitted by Section 251 of the Act.

11.9.11 If ICI requests or approves a BA technician to perform services on the network side of the Rate Demarcation Point beyond normal installation of the ULLs covered by the service order, BA may charge ICI for any additional and reasonable labor charges to perform such services. BA may also charge ICI its normal overtime rates for services ICI requests to be performed outside of BA's normal business hours (M-F, 9 am to 5 pm, E.S.T.).

11.10 Maintenance of Unbundled Local Loops

If (i) ICI reports to BA a Customer trouble, (ii) ICI requests a dispatch, (iii) BA dispatches a technician, and (iv) such trouble was not caused by BA's facilities or equipment, then ICI shall pay BA the applicable tariff rate for said dispatch. In addition, this charge also applies in situations when the Customer contact as designated by ICI is not available at the appointed time. ICI accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on their test results. If, as the result of ICI instructions, BA is erroneously requested to dispatch within the Central Office, BA may levy on ICI an appropriate charge. However, if BA imposes any charge on ICI under this subsection 11.8 and the same trouble recurs and the cause in both instances is determined to be in BA's facilities, then BA shall refund to ICI all charges applicable to that trouble that were erroneously levied on

and paid by ICI to BA plus interest at the rate applicable to refunds of overpayments pursuant to BA's Tariffs.

11.11 Rates and Charges

BA shall charge the non-recurring and monthly recurring rates for ULLs and other Network Elements set forth in Exhibit A as interim rates until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations. Such permanent rates shall be applied in the manner described in Exhibit A and subsection 20.1.2 below.

12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251(b)(1) of the Act. In addition, BA and ICI shall each allow the resale by the other of all Telecommunications Services that are offered primarily or entirely to other Telecommunications Carriers (e.g., Switched and special Exchange Access Services, including Exchange Access Frame Relay Service offered by BA pursuant to BA FCC tariff No. 1 Section 16.3) at the rates already applicable to such services.

12.2 Availability of Wholesale Rates for Resale

BA shall make available to ICI for resale at the applicable wholesale rates approved or modified by the Commission from time to time, and as shall be set forth in Exhibit A, all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s), including, without limitation, user or user group restrictions, as the case may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale. For purposes of this Agreement, BA's Frame Relay Service, offered pursuant to BA-PA tariff PUC No. 1 Section 20G, shall be considered a retail telecommunications service available at the applicable wholesale rate for resale, to the extent ICI resells such service to retail end user customers using such Service to complete local exchange Frame Relay Service traffic. BA shall also allow the resale by ICI of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties. If ICI requests resale at wholesale rates of Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers before April 1, 1997, the Parties understand and agree that the ordering, provisioning, billing, and maintenance of such resold Services are unlikely to rely on automated interfaces. After April 1, 1997, such resale arrangements shall, to the extent feasible and economically reasonable, employ automated interfaces for ordering, provisioning, billing, and maintaining resold accounts. The Parties may also agree to negotiate term and/or volume discounts for resold services

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 BA shall offer to ICI Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4) or for access to unbundled Network Elements (pursuant to Section 11.0), except that BA may offer only Virtual Collocation if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. BA shall provide such Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission, subject to applicable federal and state Tariffs.

13.2 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, ICI agrees, for so long as BA elects to offer both Physical and Virtual Collocation to ICI, to offer to BA Collocation (at BA's option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 4) on a non-discriminatory basis and at comparable rates, terms and conditions as ICI may provide to other third parties. ICI shall provide such Collocation subject to applicable Tariffs. In the event BA ceases to offer a choice between Physical and Virtual Collocation to ICI for reasons other than space limitations and BA has already established Collocation on ICI premises pursuant to this subsection 13.2, ICI may, in its discretion, elect to cease offering Collocation to BA, which cessation shall be no more onerous than that imposed by BA on ICI. In addition, in the event BA desires to terminate any Virtual Collocation established by ICI at a BA premise, BA shall allow ICI a reasonable period of time to migrate to a Physical Collocation arrangement (or another Virtual Collocation arrangement at a different BA premise) before terminating the existing Virtual Collocation arrangement. For purposes of the preceding sentence, a "reasonable period of time" shall mean up to sixty (60) days following the date of Collocation termination notice to ICI for ICI to submit a new Collocation application to BA plus the amount of time needed for BA to prepare the BA premise(s) specified by ICI in its application or as may be agreed to by the Parties for Collocation by ICI.

13.3 Prior to the initiation of a Collocation project, BA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide ICI with the following engineering requirements, if applicable:
 - Fiber Optic Terminal/Integrated Digital Loop Carrier bay locations;
 - Digital Cross-Connect panel location and jack assignments (in the case of Physical Collocation only);
 - fiber panel location and fiber port assignments;
 - single point of contact for each BA office where Collocation activities will be performed; and
 - MDF assignments for the installation of ULLs.

13.4 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space, or in its virtually collocated equipment, at the Housing Party's premises as described in applicable Tariffs, and purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.5 Collocation shall occur under the terms of each Party's applicable and available Tariffs.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

14.1.1 The Parties shall provide Local Telephone Number Portability ("LTNP") on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

14.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC and/or the Commission, the Parties agree to reciprocally provide Interim Number Portability to each other at the prices listed in Exhibit A. Such agreed-upon prices for INP are not intended to reflect either Party's views on the cost recovery mechanisms being considered by the FCC in its current proceeding on number portability issues.

14.1.3 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and ICI will commence migration from INP to the agreed-upon or mandated PNP arrangement as quickly as practically possible while minimizing interruption or degradation of service to their respective Customers. Once PNP is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to PNP. Upon implementation of PNP pursuant to FCC or Commission regulation, both Parties agree to conform and provide such PNP. To the extent PNP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or regulation mandating the adoption of PNP, the Parties will negotiate in good faith the charges or cost recovery mechanism for PNP service at such time as a PNP arrangement is adopted by the Parties.

14.1.4 Under either an INP or PNP arrangement, ICI and BA will implement a process to coordinate LTNP cutovers with ULL conversions (as described in Section 11 of this Agreement).

14.2 Procedures for Providing INP Through Remote Call Forwarding

ICI and BA will provide INP through Remote Call Forwarding as follows:

14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. Upon receipt of a service order from Party B requesting assignment of the number(s) to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B, only within the same Exchange Area as the original telephone number(s). Party A will route the forwarded traffic to Party B over the appropriate traffic exchange trunk groups.

14.2.2 Party B will become the customer of record for the original Party A telephone number(s) subject to the INP arrangements. Upon the execution of an appropriate billing services agreement or such other mutually agreed-upon arrangement between the Parties, Party A shall use its reasonable efforts to consolidate into as few billing statements as possible collect, calling card, and third-number billed calls associated with the number(s), with sub-account detail by retained number.

14.2.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with those forwarded numbers as directed by Party B. In addition, Party A will update the retained numbers in the LIDB with the screening options provided by Party B on a per order basis. Party B shall determine which of the screening options offered by Party A should apply to the Party B Customer account.

14.2.4 Party B will outpulse the telephone number to which the call has been forwarded to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

14.2.5 Party A shall be permitted to cancel INP arrangements and reassign the telephone number(s) upon receipt of notification from Party B or a third party that is authorized to act on behalf of the Customer. The Parties agree to work cooperatively to develop procedures or adopt industry standards or practices concerning the initiation and termination of INP service in a multi-carrier environment.

14.2.6 The INP service offered herein shall not initially apply to NXX Codes 555, 915, 950 (as applicable), or 976, or for Feature Group A or coin telephone service. Upon request of either Party, provision of INP to these services will be mutually negotiated between the parties and provided to the extent feasible under negotiated rates, terms and conditions. INP shall not apply for any arrangement that would render the forwarded call Toll Traffic.

14.2.7 The ordering of INP arrangements and the exchange of screening information shall be made in accordance with industry-accepted (e.g. OBF developed) format and specifications to the extent they have been implemented by the Parties.

14.3 Procedures for Providing INP Through Direct Inward Dial Trunks (Flex-DID)

Either Party may also request INP through Direct Inward Dial Trunks pursuant to any applicable Tariffs.

14.4 Procedures for Providing LTNP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

14.5 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree in principle that, under the INP arrangements described in subsections 14.2 and 14.3 above, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this subsection 14.5 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

14.5.1 The Parties shall individually and collectively make best efforts to track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in subsection 14.5.3 in lieu of any other compensation charges for terminating such traffic, except as provided in subsection 14.5.2.

14.5.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective six months, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) appropriate intrastate FGD charges ("Intra Traffic"), (iii) interstate FGD charges ("Inter Traffic"), or (iv) handling as Transit Traffic. On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each

succeeding six month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on the Performing Party's choice of actual INP traffic percentages from the preceding six (6) month period or historic data of all traffic in the LATA.

14.5.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth in Exhibit A)
plus
(Intra Traffic percentage times Receiving Party's effective intrastate FGD rates)
plus
(Inter Traffic percentage times Receiving Party's effective interstate FGD rates).

The Receiving Party shall compensate the Performing Party for its billing and collection of charges for the intrastate and interstate FGD access services provided by the Receiving Party to a third party through the greater of (i) the difference between the intrastate and interstate FGD rates of the Receiving Party and the Performing Party, or (ii) three percent (3%) of the Performing Party's intrastate and interstate FGD revenues for INP'ed numbers. Under no circumstances shall the Performing Party, in performing the billing and collections service on behalf of the Receiving Party, be obligated to pass through more than ninety seven percent (97%) of its FGD access charge to the Receiving Party in connection with any given INP'ed call.

14.6 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

Notwithstanding anything to the contrary contained in this Section 14, in light of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, adopted June 27, 1996, in CC Docket 95-116 (the "Order"), the Parties stipulate and agree as follows:

14.6.1 The rates listed in Exhibit A for the provision of INP are appropriate amounts that each Party providing INP service should recover for the provision of those INP functionalities in BA's operating territory on an interim basis until the Commission mandates an alternative cost recovery mechanism for the provision of INP. For the INP functions it provides, each Party should be allowed to recover these amounts in a manner consistent with any final FCC and/or Commission order on INP cost recovery (such as a state-wide fund contributed to by all telecommunications carriers).

14.6.2 The Parties agree that neither Party waives its rights to advocate its views that are consistent with this subsection 14.6 on the appropriate INP cost recovery mechanism, or to present such views before any relevant regulatory body or other agency as they relate to FCC or Commission actions on INP cost recovery.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA and ICI shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement dialing parity for Telephone

Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

16.1 Each Party (“Licensor”) shall provide the other Party (“Licensee”) access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls pursuant to any existing or future license agreement between the Parties, and in conformance with 47 U.S.C. § 224, where facilities are available, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party’s applicable Tariffs (including generally-available license agreements). Where no such Tariffs exist, such access shall be provided in accordance with the requirements of 47 U.S.C. § 224, including any applicable FCC regulations that may be issued.

16.2 Licensor shall process all completed license applications for new or additional attachments, including the performance of a pre-license survey, on a first-come, first-serve basis as set forth in its applicable Tariff. Licensor shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC regulations), considering such factors as capacity, safety, reliability and general engineering considerations. Licensor shall inform Licensee in writing as to whether an application has been granted (subject to Licensee’s payment for any “make-ready” work that may be required) or denied within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by Licensor, Licensor shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, Licensor shall explore potential accommodations in good faith with Licensee. In order to facilitate Licensee’s completion of an application, Licensor shall make commercially reasonable efforts to, within fifteen (15) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, provide Licensee such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to Licensor. Such requests shall be processed by Licensor on a first-come, first-serve basis. This exchange of information and records does not preclude the need for a field survey to verify the location and availability of structures and rights of way to be used. Licensor shall make commercially reasonable efforts to meet with or respond to Licensee’s inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from Licensee. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties.

17.0 DATABASES AND SIGNALING

17.1 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling (CCS) Interconnection in accordance with existing Tariffs, and Interconnection and access to 800/888 databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit

A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network.

17.2 The Parties will provide CCS Signaling to one another, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

17.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.4 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, 800/888 database access, LIDB access, and access to other necessary databases, as follows: BA shall charge ICI in accordance with Exhibit A hereto and applicable Tariffs; ICI shall charge BA rates equal to the rates BA charges ICI, unless ICI's Tariffs for CCS signaling provide for lower generally available rates, in which case ICI shall charge BA such lower rates; except to the extent a Party uses a third party vendor for the provision of CCS Signaling, in which case such charges shall apply only to the third party vendor.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to ICI, or from ICI to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (“Referral Announcement”) on the abandoned telephone number which provides details on the Customer’s new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own customers for such service, for a period of not less than four (4) months after the date the Customer changes its telephone number in the case of business Customers and not less than sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for different periods than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

18.2 Coordinated Repair Calls

ICI and BA will employ the following procedures for handling misdirected repair calls:

18.2.1 ICI and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

18.2.3 ICI and BA will provide their respective repair contact numbers to one another on a reciprocal basis.

18.3 Customer Authorization

18.3.1 Without in any way limiting either Party’s obligations under subsection 28.1, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 of the FCC Rules, 47 CFR § 64.1100, in effect on the Effective Date hereof when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party’s or another carrier’s Customers.

18.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws (or as provided in subsection 18.3.1 above), the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

18.3.3 Without in any way limiting ICI's obligations under subsection 28.1, ICI shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. ICI shall not access (including, but not limited to, through Bell Atlantic OSS Services (as defined in Schedule 12.3) and Bell Atlantic Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to ICI by BA pursuant to this Agreement unless ICI has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, ICI represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Laws and this Agreement. ICI shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization).

18.3.4 BA shall have the right to monitor and/or audit ICI's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to ICI pursuant to this Agreement to ascertain whether ICI is complying with the requirements of Applicable Laws and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Laws, the foregoing right shall include, but not be limited to, the right to electronically monitor ICI's access to and use of Customer Proprietary Network Information that is made available by BA to ICI pursuant to this Agreement.

19.0 DIRECTORY SERVICES ARRANGEMENTS

19.1 Directory Listings and Directory Distributions

In this subsection 19.1, references to a ICI Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to ICI or is retained by ICI on the Customer's behalf pursuant to LTNP arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory. BA will, upon request, provide or cause to be provided the following directory services to ICI in accordance with the terms set forth herein.

19.1.1 BA will include or cause to be included the ICI Customer's primary listing in the Bell Atlantic "White Pages" directory (residence and business listings) and "Yellow Pages"

directory (business listings) that cover the address of the Customer. Listings of ICI's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. ICI will pay BA or its directory affiliate a non-recurring charge as set forth in Exhibit A for providing such service for each ICI Customer's primary listing. ICI will also pay BA's or its directory affiliate's Tariffed charges, as the case may be, for additional and foreign white page listings and other white pages services for ICI's Customers. BA will not require a minimum number of listings per order.

19.1.2 BA will also include the ICI Customer's primary listing in BA's directory assistance database on the same basis that BA's own Customers are included, as well as in any electronic directories in which BA's Customers are ordinarily included, for no charge other than the charges identified in subsection 19.1.1.

19.1.3 BA will distribute or cause to be distributed to ICI Customers copies of their primary white pages and yellow pages directories at the same time and on the same basis that BA or its directory affiliate distributes primary directories to its own Customers. BA will also deliver or cause to be delivered a reasonable number of such directories to ICI. These distributions will be made for no additional charge. ICI and its Customers may request additional directories from BA's or its directory affiliate's Directory Fulfillment Centers, which Centers will provide such additional directories for the same charges applicable to comparable requests by BA Customers.

19.1.4 Upon request by ICI, BA will provide or cause to be provided to ICI a directory list of relevant NXX codes, the close dates, publishing data, and call guide close dates on the same basis as such information is provided to BA's own business offices.

19.1.5 ICI shall provide BA or its directory affiliate with daily listing information on all new ICI Customers in the format required by BA, its directory affiliate, or a mutually-agreed upon industry standard format. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. ICI will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with ICI. BA will provide ICI with confirmation of listing order activity within forty eight (48) hours.

19.1.6 BA or its directory affiliate will accord ICI's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to ICI's directory listing information will be used solely for the purpose of providing directory services; provided, however, that BA or its directory affiliate may use or license information contained in its directory listings for direct marketing purposes so long as the ICI Customers are not separately identified as such; and provided further that ICI may identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA or its directory affiliate will honor such requests to the same extent as it does for its own Customers.

19.1.7 Both Parties shall use their best efforts to ensure the accurate listing of ICI Customer listings. BA will also provide ICI, upon request, a copy of the BA listings standards

and specifications manual. In addition, BA or its directory affiliate will provide ICI with a listing of Yellow Pages headings and directory close schedules on an ongoing basis.

19.1.8 ICI will adhere to all practices, standards, and ethical requirements of BA or its directory affiliate with regard to listings, and, by providing BA or its directory affiliate with listing information, warrants to BA or its directory affiliate that ICI has the right to place such listings on behalf of its Customers. ICI agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (i) to provide the product or service offered, and (ii) to use any personal or corporate name, trade name or language used in the listing. In addition, ICI agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's or its directory affiliate's listing of the listing information provided by ICI hereunder.

19.1.9 BA's or its directory affiliate's liability to ICI in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by ICI for such listing. In addition, ICI agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's or its directory affiliate's liability to ICI's Customers in the event of a BA or its directory affiliate error in or omission of a listing shall be subject to the same limitations that BA's or its directory affiliate's liability to its own Customers are subject to.

19.1.10 Within thirty (30) business days of the Effective Date, BA or its directory affiliate agrees to meet with ICI and, if appropriate, arrange a meeting with a BA or its directory affiliate authorized Yellow Pages agent, to address issues regarding ICI customer referrals or questions pertaining to Yellow Pages listings.

19.2 Yellow Pages Maintenance

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to ICI (including Customers utilizing ICI-assigned telephone numbers and ICI Customers utilizing LTNP) are maintained without interruption. BA will offer or cause to be offered Yellow Pages services to ICI Customers on the same basis as they are offered to BA Customers.

19.3 Service Information Pages

BA will include or cause to be included all ICI NXX codes associated with the areas to which each directory pertains, along with BA's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. ICI's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, BA will include or cause to be included in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by ICI for ICI's installation, repair and customer service and other essential service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. Neither BA nor its directory affiliate shall charge ICI for inclusion of this essential service-oriented information, but reserves the right to impose charges on other information ICI may elect to submit and BA or its directory affiliate

may elect to accept for inclusion in the Bell Atlantic white pages directories. BA or its directory affiliate will provide ICI with the annual directory close dates and reasonable notice of any changes in said dates.

19.4 Directory Assistance (DA); Call Completion

19.4.1 Upon request, BA will provide ICI with directory assistance, connect request, and/or IntraLATA call completion services in accordance with the terms set forth in the Directory Assistance and Call Completion Services Agreement appended hereto as Exhibit C.

19.4.2 Also upon request, BA will provide to ICI operator services trunk groups, utilizing Feature Group D type signaling, with ANI, minus OZZ, when interconnecting to the BA operator services network.

19.4.3 BA agrees to utilize existing trunking arrangements, at no facility charge to ICI, to transfer ICI's operator calls handled by a BA operator to the appropriate 911/E911 PSAP. The ALI information passed to the PSAP shall be consistent with the information that BA passes on its own operator-handled calls.

20.0 COORDINATION WITH TARIFF TERMS

20.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

20.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that are designated with an asterisk shall remain fixed for the initial term of the Agreement, notwithstanding that such rates may be different from those contained in an effective, pending, or future Tariff of the providing Party (including any changes to such Tariff subsequent to the Effective Date). Those rates and charges for services, facilities, and arrangements that are not designated with an asterisk, and reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date. Even the asterisked fixed rates and charges shall be changed to reflect any changes in the Tariff rates and charges they reference, however, if the Parties agree to adopt the changed Tariff rates and charges.

20.1.2 As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall serve as interim rates until such time as they are replaced by such permanent rates as may be approved by the Commission pursuant to the FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall develop and append to Exhibit A an Exhibit

AA setting forth such permanent rates, which Exhibit AA the Parties shall update periodically as necessary.

20.2 Except with respect to the rates and charges described in subsection 20.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

21.0 INSURANCE

21.1 Each Party shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 25 hereof. At a minimum and without limiting the foregoing covenant, each Party shall maintain the following insurance:

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

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 For purposes of meeting the foregoing minimum insurance thresholds, BA may elect to self-insure and/or obtain purchase insurance or bonds from a third party.

21.3 Each Party shall, within two (2) weeks of a request by the other Party and on an annual basis thereafter, furnish certificates or other adequate proof of the foregoing insurance. The certificates or other proof of the foregoing insurance shall be sent to:

In the case of BA: Bell Atlantic Network Services, Inc.
Insurance Administration Group
1320 N. Court House Road, 4th Floor
Arlington, VA, 22201

In the case of ICI: Larry Sledge
Intermedia Communications
3625 Queen Palm Drive
Tampa, FL 33619

In addition, each Party shall require its agents, representatives, or contractors, if any, that may enter upon the premises of the other Party or the other Party's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish the other Party certificates or other adequate proof of such insurance. Certificates furnished by such Party or such Party's agents, representatives, or contractors shall contain a clause stating that the other Party shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance.

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the date first above written and continue in effect until July 1, 1999, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Upon the expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least ninety (90) days in advance of the date of termination. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission, (c) Tariff terms and conditions generally available to CLECs, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a), (b), or (c) becomes available.

22.2 For service arrangements made available under this Agreement and existing at the time of termination, if the standard Interconnection terms and conditions or Tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or programming costs from the terminating Party. By mutual agreement, the Parties may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules as such regulators might adopt or approve.

22.3 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty five (25) days' prior to terminating service. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty five (25) day period, the other Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE

SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 CANCELLATION CHARGES

Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply.

25.0 INDEMNIFICATION

25.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 25. shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

25.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

26.0 LIMITATION OF LIABILITY

26.1 Except as may be provided pursuant to Section 27 below, the liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

26.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 25.

26.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

27.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

27.1 Performance Standards BA shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations, in particular the rules set forth in 47 Code of Federal Regulations §§ 51.305(a)(3) to (a)(5), 51.311(a) to (c), and 51.313(b). For purposes of this Agreement, the Parties agree that BA shall be deemed to meet such performance standards if it meets the time intervals set forth in Schedule 27.1 for (i) ULL Installation and INP Installation in at least eighty percent (80%) of the covered instances, and (ii) Out-of-Service Repairs in at least seventy percent (70%) of the covered instances. At such time as BA develops performance standards for unbundled Switching Elements, BA will provide ICI with reports thereof in accordance with subsection 27.2 below.

27.2 Performance Reporting

27.2.1 BA shall supply to ICI quarterly performance reports on BA's performance in the Commonwealth of Pennsylvania. The reports shall contain the information described in, and be substantially in the format of, the documents attached hereto as Schedules 27.2A through 27.2D. The content of the reports, and the definitions of the rows and columns in the reports are set forth in Schedule 27.2E. The coverage of each report is set forth in its title, with the additional explanations set forth in Schedule 27.2.

27.2.2 ICI agrees that the performance information included in these reports is confidential and proprietary to BA, and shall be used by ICI solely for internal performance assessment purposes, for purposes of joint ICI and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order. ICI shall not otherwise disclose this information to third parties.

27.3 Performance Penalties

The question of what penalties or other action might be appropriate in any situation where ICI believes, based on a statistically significant number of reports described above, that Bell Atlantic is not complying with the performance standards referenced in subsection 27.1 above shall be resolved, in the first instance, through negotiations between the Parties and, failing successful negotiations, through the complaint processes of the Commission, the FCC, or a court of competent jurisdiction. BA agrees to join ICI in encouraging the Commission to develop expedited procedures for the resolution of any performance-related complaints.

28.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

28.1 Each Party represents and warrants that it is now and will remain in compliance with all Applicable Laws. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

28.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in subsection 28.3 below.

28.3 The Parties recognize that the FCC has issued and may continue to issue the FCC Regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is

inconsistent with any applicable rule contained in such FCC Regulations or, in BA's reasonable determination, affects BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s). Such minimum revisions shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act).

28.4 In the event any Applicable Law other than the FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 28.4 and without limitation of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Local Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that (a) in the case of (i) above, they will pay each other appropriate transport charges in addition to the usual call termination charge for Local Traffic that it delivers to the other Party's Local Serving Wire Center, provided each Party continues to offer the option of delivering Local Traffic to another IP in the LATA at the usual call termination charge only, and (b) in the case of (ii) above, the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

29.0 MISCELLANEOUS

29.1 Authorization

29.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

29.1.2 ICI is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

29.2 Independent Contractor Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security

taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.3 Force Majeure Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

29.4 Confidentiality

29.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

29.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than reasonable) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

29.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party;
or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to applicable law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

29.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

29.4.5 Notwithstanding any other provision of this Agreement, the provisions of this subsection 29.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

29.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

29.6 Taxes

29.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

29.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications

company (“Telecommunications Company”), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts (“Receipts Tax”), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with subsection 29.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

29.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer (“Subscriber”) in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

29.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by subsection 29.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by subsection 29.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by subsection 29.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by subsection 29.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 29.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

29.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in subsection 29.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

29.6.6 Notices for Purposes of this Subsection 29.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this subsection 29.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in subsection 29.10 as well as to the following:

To Bell Atlantic: Tax Administration
Bell Atlantic Network Services, Inc.
1717 Arch Street
30th Floor
Philadelphia, PA 19103

To ICI: Jeanne Walters, Comptroller
Intermedia Communications
3525 Queen Palm Drive
Tampa, FL 33619
(813) 829-2456

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this subsection 29.6. Any notice or other communication shall be deemed to be given when received.

29.7 Assignment.

Either Party may assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation, its parent or other affiliate, with the other Party's prior written consent, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 29.7 shall be void and ineffective and constitute a default of this Agreement.

29.8 Billing and Payment; Disputed Amounts.

29.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

29.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

29.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) the Disputed Amount up to the higher of \$10,000 or 50% of the Disputed Amount into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The remaining balance of the Disputed Amount not placed into escrow shall thereafter be paid, if appropriate, upon final determination of such dispute.

29.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within ninety (90) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

29.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection 29.8.4, or if either Party fails to appoint a designated representative within forty five (45) days, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

29.8.6 The Parties agree that all negotiations pursuant to this subsection 29.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

29.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

29.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To ICI:

Tom Allen
Vice President-Strategic Planning and Regulatory Policy
Intermedia Communications
3525 Queen Palm Drive
Tampa, FL 33619
Facsimile: 813/829-22552

To BA:

Director - Interconnection Services
Bell Atlantic Network Services, Inc.
1320 N. Courthouse Road
9th Floor
Arlington, VA 22201
Facsimile: 703/974-2183

with a copy to:

Vice President and General Counsel
Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street
32nd Floor
Philadelphia, PA 19103
Facsimile: 215/563-2658

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

29.11 Section 252(i) Obligations

29.11.1 To the extent required under Applicable Law, BA shall make available without unreasonable delay to ICI any individual interconnection, service or network element contained in any agreement to which it is a party that is approved by the Commission pursuant to Section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement. BA agrees to notify ICI on a quarterly basis via an "all users of access" letter or similar written notice of any such agreement once BA has filed it with the Commission for approval.

29.11.2 To the extent the exercise of the foregoing options requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the non-recurring charges associated therewith.

29.11.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party for the remaining term of this Agreement; provided, however, that the Party exercising its option under this subsection 29.11 must continue to provide the same services or arrangements to the first Party as required by this Agreement, subject either to the rates, terms, and conditions applicable to the first Party in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to the first Party in its sole determination.

29.11.4 BA represents and warrants that, as of the date of this Agreement, it has not entered into any comparable Interconnection agreement with any other CLEC in BA's service territory that is significantly more favorable than the terms contained herein. BA makes no warranty or representation with respect to its Interconnection arrangements with its affiliates or ITCs.

29.12 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29.13 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29.14 No License

29.14.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

29.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

29.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

29.15 Technology Upgrades

Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. BA shall provide ICI written notice at least ninety (90) days prior to the incorporation of any such upgrades in BA's network that will materially affect ICI's service, and shall exercise reasonable efforts to provide at least one hundred eighty (180) days notice where practicable. In addition, BA shall comply with the FCC Network Disclosure rules set forth in the FCC Regulations to the extent applicable. ICI shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.16 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

29.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

29.18 Counterparts

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

29.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

29.20 Successors and Assigns

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

29.21 Publicity

Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 11th day of February, 1997.

PENNSYLVANIA INTERMEDIA
COMMUNICATIONS, INC.

BELL ATLANTIC-
PENNSYLVANIA, INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

SCHEDULE 1.0

CERTAIN TERMS AS DEFINED IN THE ACT AS OF FEBRUARY 10, 1997

“Dialing Parity” means that a person that is not an affiliate of a local exchange carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the customer’s designation from among two (2) or more Telecommunications Services providers (including such LEC).

“Exchange Access” means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

“Incumbent Local Exchange Carrier” means, with respect to an area, the Local Exchange Carrier, that (A) on the date of enactment of the Telecommunications Act, provided Telephone Exchange Service in such area, and (B)(i) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to Section 69.601(b) of the FCC’s regulations (47 C.F.R. 69.601(b)), or (ii) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (i).

“InterLATA” means Telecommunications between a point located in a local access and transport area and a point located outside such area.

“Local Access and Transport Area” or “LATA” means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

“Local Exchange Carrier” means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

“Network Element” means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

“Number Portability” means the ability of end 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.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

“Telecommunications Carrier” means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

“Telecommunications Service” means 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.

“Telephone Exchange Service” means (a) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

“Telephone Toll Service” means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

SCHEDULE 3.0

INITIAL NETWORK IMPLEMENTATION SCHEDULE FOR PENNSYLVANIA

In accordance with the provisions of Section 3 of the Agreement, the Parties shall make their best efforts to meet the following initial Milestones no later than the listed Dates.

| LATA in Pennsylvania | Milestone | Date |
|-----------------------------|--|-------------|
| LATA TBD | LATA Start Date | TBD |
| | SS7 Certification, Collocation, Operator Services/DA Facilities, and NXX(s) Applied For | TBD |
| | Parties Agree on Trunking Arrangements for Traffic Exchange | TBD |
| | Valid Access Service Request(s) (“ASRs”) for Traffic Exchange Trunk Groups and Routing Information Received by BA | TBD |
| | Valid Orders for 911 Facilities Received by BA | TBD |
| | All Trunks (Traffic Exchange, Operator Services/DA, 911) Tested and Turned Up | TBD |
| | SS7 Certification Achieved; ¹ Collocation Arrangements Complete for Trunk Interconnection and Access to Network Elements ² | TBD |
| | Arrangements for Alternate-Billed Calls Agreed Upon | TBD |
| | Call-through Testing Completed; “Interconnection Activation Date” | TBD |

Failure of a Party or the Parties to meet an earlier Milestone Date shall not relieve either Party of the responsibility to make its best efforts to meet subsequent Milestone Date(s) in the LATA, unless, and only to the extent that, the subsequent Milestone Date(s) depend on the timely completion of such earlier Milestone Date.

For purposes of Section 3, (i) business Telephone Exchange Service shall be considered “fully operational” in a LATA in Pennsylvania when ICI has an effective Tariff for business Telephone Exchange Service in Pennsylvania and a significant number of Telephone Exchange Service Customer lines in service for business Telephone Exchange Service Customers in that LATA in Pennsylvania that are not affiliates or employees of either BA or ICI, and (ii) residential Telephone Exchange Service shall be considered “fully operational” in a LATA in Pennsylvania when ICI has an effective Tariff for residential Telephone Exchange Service in

¹ SS7 certification scheduling depends on actual schedule availability at time of request. Initial implementation will be multi-frequency until SS7 certification is achieved.

² Intervals for IDLC collocation arrangements for VG ULL capability are 60 days for Virtual Collocation and 120 days for Physical Collocation from the date the arrangement is applied for.

Pennsylvania and has a significant number of Telephone Exchange Service Customer lines in service for residential Telephone Exchange Service Customers in that LATA in Pennsylvania that are not affiliates or employees of either BA or ICI.

SCHEDULE 4.0

PENNSYLVANIA

ICI IPs

BA IPs

TBD
TBD

SCHEDULE 4.5

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination. Each Party shall make available at its Interconnection Points facilities to route the traffic it receives to the appropriate final destination. Interconnection at a BA-IP that is a Local Serving Wire Center provides access to all of the Interconnection Points identified below (except for paragraphs 8 through 11), via facilities appropriate for the traffic types and destinations identified below. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in subsections 4.2 and/or 4.3 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) ICI, at the I-IP in LATA in which the Traffic is to terminate.

(b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

(a) ICI, at the I-IP in which the Traffic is to terminate.

(b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

4. For 911/E911 traffic originated on ICI's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911 Tandem Office serving the area in which the ICI Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.

6. For Operator Services (call completion) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.

7. For LSV/VCI traffic, at the terminating Party's Local Serving Wire Center or operator services Tandem Office subtended by such Local Serving Wire Center.

8. For SS7 signaling originated by:

(a) ICI, at mutually agreed-upon Signaling Point of Interconnection(s) (“SPOI”) in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA_905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For 800/888 database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating ICI Wire Center is located, over a CCSAC link. Alternatively, ICI may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database (“LIDB”) inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, ICI may elect to interconnect through a commercial SS7 hub provider.

11. For Frame Relay Service traffic, at each Party’s designated Frame Relay switch(es) in the LATA, as mutually agreed to by the Parties.

12. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party’s network.

SCHEDULE 6.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from ICI Customers

| <u>Rate Element</u> | <u>Billing Company</u> |
|---|--|
| Carrier Common Line | ICI |
| Local Switching | ICI |
| Interconnection Charge | ICI |
| Local Transport Facility/ Tandem Switched Transport Per Mile | Based on negotiated billing percentage (BIP) |
| Tandem Switching | BA |
| Local Transport Termination/ Tandem Switched Transport Fixed | BA |
| Entrance Facility | BA |
| 800 Database Query | Party that performs query |

Intrastate Access - Terminating to or originating from ICI Customers

| <u>Rate Element</u> | <u>Billing Company</u> |
|---|--|
| Carrier Common Line | ICI |
| Local Switching | ICI |
| Interconnection Charge | ICI |
| Local Transport Facility/ Tandem Switched Transport Per Mile | Based on negotiated billing percentage (BIP) |
| Tandem Switching | BA |
| Local Transport Termination/ Tandem Switched Transport Fixed | BA |
| Entrance Facility | BA |
| 800 Database Query | Party that performs query |

SCHEDULE 11.3

ACCESS TO NETWORK INTERFACE DEVICE

1. Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), ICI may access the Customer's Inside Wire by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, Requesting Carrier may remove the Inside Wire from BA's NID and connect that wire to ICI's NID;

(b) Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the Inside Wire through a suitable "punch-out" hole of such NID enclosures;

(c) Request BA to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., ICI, its agent, the building owner or the Customer).

2. If ICI accesses the Customer's Inside Wire as described in Paragraph 1(c) above, the time and materials charges will be billed to the requesting party (i.e., ICI, the building owner or the Customer).

3. In no case shall ICI remove or disconnect BA's loop facilities from BA's NIDs, enclosures, or protectors.

4. In no case shall ICI remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

5. In no case shall ICI remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

6. Maintenance and control of premises wiring (Inside Wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

7. Due to the wide variety of NID enclosures and outside plant environments, BA will work with ICI to develop specific procedures to establish the most effective means of implementing this Schedule 11.3.

SCHEDULE 11.4

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to BA's local exchange customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

BA shall offer, as an optional chargeable feature, daily usage tapes. ICI may request activation or deactivation of features on a per-port basis at any time, and shall compensate BA for the non-recurring charges associated with processing the order. ICI may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Bell Atlantic does not currently provide, or for customized routing of operator services and/or directory assistance traffic. BA shall develop and provide these requested services where technically feasible with the agreement of ICI to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a BA Access Tandem for the purpose of routing a call or calls.

SCHEDULE 27.1

PERFORMANCE INTERVAL DATES FOR SPECIFIED ACTIVITIES

| SPECIFIED ACTIVITY | PERFORMANCE INTERVAL DATE² |
|---|--|
| (i) <u>Unbundled Local Loop Installation</u>¹ | |
| 1-10 Loops per service order | 6 business days from BA's receipt of valid service order |
| 11-20 Loops per service order | 10 business days from BA's receipt of valid service order |
| 21 + Loops per service order | To be negotiated on order-by-order basis |
| (ii) <u>Interim Number Portability Installation</u> | |
| 1-10 Numbers per service order | 6 business days from BA's receipt of valid service order |
| 11-20 Numbers per service order | 10 days from BA's receipt of valid service order |
| 21 + Numbers per service order | To be negotiated on order-by-order basis |
| (iii) <u>Out-of-Service Repairs</u> | Less than 24 hours from BA's receipt of notification of out-of-service condition |

¹ The Unbundled Loop Installation intervals set forth in this Schedule 27.1 apply only to ULLs offered by BA as of the date of this Agreement. Installation intervals for new ULLs will be developed by the Parties as such ULLs become available.

² Unless otherwise agreed to by the Parties, in which case the Performance Interval Date shall be extended until the agreed-upon date. Notwithstanding the Performance Interval Dates contained in this Schedule 27.1, under no circumstances will BA be obligated to extend installation, provision, or repair intervals to ICI that are more favorable than BA extends to its own customers for comparable services.

SCHEDULE 27.2

PERFORMANCE REPORTING

The following additional descriptions shall apply to the Schedules 27.2A to 27.2D that are appended hereto:

Schedule 27.2A (ICI-Specific) will report the statewide performance of BA for the services provided to ICI for the preceding calendar quarter for the measures set forth in the report and defined in Schedule 27.2E. The dates in the cells in Schedule 27.2A are the dates of the beginning of the first calendar quarter for which BA will be able to provide the information in that cell. Where the date is accompanied by the letters "TBD" ("to be determined"), the date in that cell is BA's then-current best estimate and target, but not yet a commitment. BA will make its best efforts to meet the "TBD" dates and will inform ICI of any potential change in those dates if and when that potential appears.

Schedule 27.2B (BA, including BA affiliates) will report statewide, system-wide performance of BA, including for the services provided to affiliate companies of BA, for the preceding calendar quarter for the measures set forth in the report and defined in Schedule 27.2E. The dates in the cells in 27.2B have the same meanings as those described above for Schedule 27.2A.

Schedule 27.2C (Top 3 Carriers) will report the statewide performance of BA for the services provided to the largest three telecommunications carriers interconnecting with or purchasing services from BA pursuant to Sections 251 and 252 of the Act, combined, for the preceding calendar quarter for the measures set forth in the report and defined in Schedule 27.2E. The dates in the cells in Schedule 27.2C have the same meanings as those described above for Schedule 27.2A. In order to preserve the confidentiality of other carriers' information, results for a service (report column) will only be produced on this report if all three carriers purchased the reported service in that calendar quarter.

Schedule 27.2D (10 Largest Retail Customers) will, at such time as BA is able to collect and report such information, and upon agreement regarding compensation for the collection and reporting of such information, if any, report statewide performance of BA for the services provided to its ten largest retail customers for the preceding calendar quarter for the measures set forth in the report and defined in Schedule 27.2E. The cells in Schedule 27.2D are all marked "TBD" ("to be determined") without an accompanying estimated date because BA has not yet determined that the collection and reporting of this information is feasible, and if it is, when such reporting might be available. BA agrees, however, that it will continue its best efforts assessment of the feasibility of collecting and reporting this information and will promptly report to ICI the results of that assessment and the availability of such information at such time as BA develops the capability to collect and report it for BA's own internal use.

ICI MEASUREMENT REPORTS

ICI SPECIFIC

| Performance Measurement (a) | Actual BA Service Performance (by Quarter) | | | | |
|--|--|------------------------------|------------------------------|-----------------------------|------------------------------|
| | DSO (b) | DS1 (c) | DS3 (d) | CLEC TRUNKING (e) | POTS (f) |
| INSTALLATION | | | | | |
| g) Number of Installations | ¹ See note below ¹ | ² See note below | ³ See note below | ⁴ 4-1-97 | ⁵ TBD 7-1-97 |
| h) Average Interval in days | ⁶ See note below | ⁷ See note below | ⁸ See note below | ⁹ 4-1-97 | ¹⁰ TBD 7-1-97 |
| i) Percent Install on time | ¹¹ See note below | ¹² See note below | ¹³ See note below | ¹⁴ 4-1-97 | ¹⁵ TBD 7-1-97 |
| SERVICE QUALITY | | | | | |
| j) Number of Reports | ¹⁶ See note below | ¹⁷ See note below | ¹⁸ See note below | ¹⁹ 4-1-97 | ²⁰ See note below |
| k) Mean Time to Clear Reports | ²¹ See note below | ²² See note below | ²³ See note below | ²⁴ 4-1-97 | ²⁵ See note below |
| l) Number of Failures | ²⁶ See note below | ²⁷ See note below | ²⁸ See note below | ²⁹ 4-1-97 | ³⁰ See note below |
| m) Failure Frequency Percent | ³¹ See note below | ³² See note below | ³³ See note below | ³⁴ 4-1-97 | ³⁵ TBD 7-1-97 |
| n) Percent Without Report Outstanding | ³⁶ See note below | ³⁷ See note below | ³⁸ See note below | ³⁹ 4-1-97 | ⁴⁰ TBD 7-1-97 |
| | | | | | |

¹ Note: End of first full calendar quarter following initial exchange of traffic between the Parties under this Agreement.

ICI MEASUREMENT REPORTS STATEWIDE, INCLUDING BA AFFILIATES

| Performance Measurement (a) | Actual BA Service Performance (by Quarter) | | | | |
|--|--|-------------------------|-------------------------|-----------------------------|-------------------------|
| | DSO (b) | DS1 (c) | DS3 (d) | CLEC TRUNKING (e) | POTS (f) |
| INSTALLATION | | | | | |
| g) Number of Installations | ¹ 1-1-97 | ² 1-1-97 | ³ 1-1-97 | ⁴ 4-1-97 | ⁵ 1-1-97 |
| h) Average Interval in days | ⁶ 1-1-97 | ⁷ 1-1-97 | ⁸ 1-1-97 | ⁹ 4-1-97 | ¹⁰ 1-1-97 |
| i) Percent Install on time | ¹¹ 1-1-97 | ¹² 1-1-97 | ¹³ 1-1-97 | ¹⁴ 4-1-97 | ¹⁵ 1-1-97 |
| SERVICE QUALITY | | | | | |
| j) Number of Reports | ¹⁶ 1-1-97 | ¹⁷ 1-1-97 | ¹⁸ 1-1-97 | ¹⁹ 4-1-97 | ²⁰ 1-1-97 |
| k) Mean Time to Clear Reports | ²¹ 1-1-97 | ²² 1-1-97 | ²³ 1-1-97 | ²⁴ 4-1-97 | ²⁵ 1-1-97 |
| l) Number of Failures | ²⁶ 1-1-97 | ²⁷ 1-1-97 | ²⁸ 1-1-97 | ²⁹ 4-1-97 | ³⁰ 1-1-97 |
| m) Failure Frequency Percent | ³¹ 1-1-97 | ³² 1-1-97 | ³³ 1-1-97 | ³⁴ 4-1-97 | ³⁵ 1-1-97 |
| n) Percent Without Report Outstanding | ³⁶ 1-1-97 | ³⁷ 1-1-97 | ³⁸ 1-1-97 | ³⁹ 4-1-97 | ⁴⁰ 1-1-97 |

ICI MEASUREMENT REPORTS TOP 3 CARRIERS

| Performance Measurement (a) | Actual BA Service Performance (by Quarter) | | | | |
|--|--|----------------------|----------------------|--------------------------|-----------------------------|
| | DSO (b) | DS1 (c) | DS3 (d) | CLEC TRUNKING (e) | POTS (f) |
| INSTALLATION | | | | | |
| g) Number of Installations | ¹ 1-1-97 | ² 1-1-97 | ³ 1-1-97 | ⁴ 4-1-97 | ⁵ TBD 7-1-97 |
| h) Average Interval in days | ⁶ 1-1-97 | ⁷ 1-1-97 | ⁸ 1-1-97 | ⁹ 4-1-97 | ¹⁰ TBD 7-1-97 |
| i) Percent Install on time | ¹¹ 1-1-97 | ¹² 1-1-97 | ¹³ 1-1-97 | ¹⁴ 4-1-97 | ¹⁵ TBD 7-1-97 |
| SERVICE QUALITY | | | | | |
| j) Number of Reports | ¹⁶ 1-1-97 | ¹⁷ 1-1-97 | ¹⁸ 1-1-97 | ¹⁹ 4-1-97 | ²⁰ 1-1-97 |
| k) Mean Time to Clear Reports | ²¹ 1-1-97 | ²² 1-1-97 | ²³ 1-1-97 | ²⁴ 4-1-97 | ²⁵ 1-1-97 |
| l) Number of Failures | ²⁶ 1-1-97 | ²⁷ 1-1-97 | ²⁸ 1-1-97 | ²⁹ 4-1-97 | ³⁰ 1-1-97 |
| m) Failure Frequency Percent | ³¹ 1-1-97 | ³² 1-1-97 | ³³ 1-1-97 | ³⁴ 4-1-97 | ³⁵ TBD 7-1-97 |
| n) Percent Without Report Outstanding | ³⁶ 1-1-97 | ³⁷ 1-1-97 | ³⁸ 1-1-97 | ³⁹ 4-1-97 | ⁴⁰ TBD 7-1-97 |

Note: Results produced when a minimum of 3 carriers purchase measured service

ICI MEASUREMENT REPORTS 10 LARGEST RETAIL CUSTOMERS

| Performance Measurement (a) | Actual BA Service Performance (by Quarter) | | | | |
|--|--|-------------------|-------------------|--------------------------|-------------------|
| | DSO (b) | DS1 (c) | DS3 (d) | CLEC TRUNKING (e) | POTS (f) |
| INSTALLATION | | | | | |
| g) Number of Installations | ¹ TBD | ² TBD | ³ TBD | ⁴ TBD | ⁵ TBD |
| h) Average Interval in days | ⁶ TBD | ⁷ TBD | ⁸ TBD | ⁹ TBD | ¹⁰ TBD |
| i) Percent Install on time | ¹¹ TBD | ¹² TBD | ¹³ TBD | ¹⁴ TBD | ¹⁵ TBD |
| SERVICE QUALITY | | | | | |
| j) Number of Reports | ¹⁶ TBD | ¹⁷ TBD | ¹⁸ TBD | ¹⁹ TBD | ²⁰ TBD |
| k) Mean Time to Clear Reports | ²¹ TBD | ²² TBD | ²³ TBD | ²⁴ TBD | ²⁵ TBD |
| l) Number of Failures | ²⁶ TBD | ²⁷ TBD | ²⁸ TBD | ²⁹ TBD | ³⁰ TBD |
| m) Failure Frequency Percent | ³¹ TBD | ³² TBD | ³³ TBD | ³⁴ TBD | ³⁵ TBD |
| n) Percent Without Report Outstanding | ³⁶ TBD | ³⁷ TBD | ³⁸ TBD | ³⁹ TBD | ⁴⁰ TBD |

ICI MEASUREMENT REPORTS

COLUMN & ROW DEFINITIONS

COLUMN HEADINGS

a): Performance Measurements column defines the general description of each measurement.

b, c, & d): DSO, DS1 and DS3 Columns respectively are Private Line Special Access results.

** DS1 and DS3 are discrete measurements, DSO is all other services.

e): CLEC Trunks: This column represents service for CLEC trunks that carry traffic office to office.

f): POTS: This represents all services considered POTS which includes both unbundled elements and resale.

INSTALLATION CATEGORIES

g): Number of Installations: This is the total number of service orders issued/ requested by ICI and completed by BA. Regardless of the number of elements or circuits ordered, each service order counts as 1.

h): Average Interval in days: This is the sum of the receipt date to the service order due date as established on the firm order confirmation (FOC) for each service order where BA established the interval using the normal interval with this sum being divided by the total number of service orders used in the calculation.

ICI will send BA a service order request (PON) and BA will return the final order confirmation (FOC) which stipulates the scheduled completion date. The time from the PON date to the date due established on the FOC represents the average interval per order.

BA flags each order with an appointment flag of either "x" or "w". If the scheduled interval reflected on the order is established by Bell Atlantic using the normal interval process, the order will be flagged with the "x". However, if ICI should request a date that is further out than the normal interval, the order will be flagged with the "w" to indicate that the long interval was offered at the customers request.

For this category measurement, only those orders with the "x" indicator will be counted.

If for some reason the order needs to be redated (longer or shorter), the final FOC date is the date that will be used for measurement purposes.

i): Percent Install on time: This measurement is the total number of installations (both "x" and "w" service orders) that were completed on time (based on the service order established due date) divided by the total number of service orders. This is the percentage of orders completed on time.

SERVICE QUALITY CATEGORIES

j): Number of reports: This is the total number of troubles received from ICI by service category. Each trouble counts as one and in cases where the trouble is redated or subsequent reports are received for escalations or to question status, BA will not count the subsequent reports. From receipt to close, each trouble counts as 1, regardless of the trouble resolution (CPE, NTF or BA Network).

k): Mean Time to Clear Reports: This is the total measurable hours and minutes from all troubles (from the time BA receives a trouble from ICI until the service is restored and closed with ICI) divided by the total number of troubles for the report period.

For DSO, DS1, DS3 and CLEC Trunking, the measurements will be "Stop Clock" measurements where "no access" (customer access delayed) time is removed from the measurement.

For POTS, this will be a running 24 hour clock from trouble receipt to trouble clearance time. The BA clear time is the time service is restored. The BA work process is for the customer (ICI) to be notified as soon as the service is cleared. BA does not use the "close time" because after clearing the trouble, the technician may stay and complete another hour or so of clean up before actually closing the trouble.

l): Number of Failures: The number of failures is the total number of trouble reports (by category) where the trouble was closed out to a code indicating that the fault was a BA service problem.

Removed from the total trouble reports will be all troubles that reflect the cause of the trouble to be other than a Bell Atlantic Network fault. Examples would be troubles caused by Customer Provided Equipment (CPE), errors by the customers/end user in the use of the service or where no trouble was detected (F/OK and T/OK).

m): Failure Frequency Percent: This measurement is the total number of Network Troubles "l", divided by the total number of circuits that ICI has purchased from BA. The result expressed as a percentage.

n): Percent Without Report Outstanding: For this measurement Bell Atlantic is to do the following:

1. Multiply the total number of circuits by the total hours in the report period to establish the total hours of service availability possible for the report period.

2. Add all of the measurable time (hours and minutes) for only the Network Reports to establish the total non service availability hours for the report period.

3. Subtract the "non service availability" hours from the "total service availability" hours and divide the result by the "total service availability" hours and display this as a percentage.

BELL ATLANTIC-PENNSYLVANIA, INC. AND ICI

DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. BA Services, Facilities, and Arrangements:

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|------|---|--|-------------------------|
| 1.a. | Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection | Per interstate [BA FCC #1 sec. 6.9.1.] and (pending) intrastate [BA-PA PUC 302 sec. 6.9.2] access tariffs for Feature Group D service ² Illustrative: Interstate non-recurring: \$1, plus \$1 switched access connection charge per trunk; DS-1 entrance facility \$210-\$212/mo. Intrastate nonrecurring: \$930 for first DS-1, \$290 for additional, plus \$20 switched access connection charge per trunk; DS-1 entrance facility \$210-\$270/mo. | |
| 1.b. | Collocation and related services for Interconnection at BA End Office, Tandem Office, or Serving Wire Center | Per interstate [BA FCC 1 sec. 19], intrastate access tariff [BA PA PUC 302 sec. 16, and pending intrastate access tariffs ³ | |

¹ Rates listed herein for services, facilities, or arrangements that are marked with an asterisk (*) are fixed pursuant to Section 20 of the Agreement for the initial term of the Agreement, as set forth in Section 22 of the Agreement. Rates for services, facilities, or arrangements that are not marked with an asterisk shall change in accordance with the provisions of Section 20 of the Agreement.

All rates set forth herein, as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates. These interim rates shall be replaced on a prospective basis by such permanent rates (applicable to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates, which Exhibit AA the Parties shall update periodically as necessary.

² Pending approval of the BA intrastate local transport restructure tariff, intrastate access services subject to the pending tariff will be charged pursuant to effective tariffs, as agreed by the Parties, subject to true-up at either Party's request.

³ Pending approval of the BA intrastate collocation tariff to be filed no later December 31, 1996, all collocation services shall be charged at rates found in BA FCC 1 sec. 19 or BA-PA PUC 302 sec. 16.

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|------|---|---|---|
| 1.c. | Transit arrangements (for Interconnection between ICI and carriers other than BA) | Per tariffs cited in sections 1.a. and 1.b. above, as applicable; separate trunks required for IXC subtending trunks ⁴ | Per interstate [BA FCC 1 sec. 6.9.1.B] and pending intrastate [BA-PA PUC 302 sec. 6.9.2.B] for tandem switching and tandem switched transport, as applicable ⁵ Illustrative: Interstate, proposed intrastate tandem switching \$.000999/mou, tandem switched transport \$.000195/mou plus \$.000045/mou/mile |
| 1.d. | 911 Interconnection | Per intrastate tariff BA-PA PUC 1.2.C, 216, and 304. | |

⁴ See note 2 above.

⁵ See note 2 above.

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|------|--|--|---|
| 1.e. | Directory assistance transport | Intrastate per BA-PA PUC 302 sec. 9.6.B (transport) ⁶ Interstate per BA FCC 1 sec. 9.6.B | Intrastate per pending BA-PA PUC 302 sec. 9.6.B; Illustrative: Per call rate \$.000091 fixed, \$.000021 per mile, \$.000462 tandem switching. ⁷ Interstate per BA FCC 1 sec. 9.6.B Illustrative: Per call rate \$.000082 fixed, \$.000019 per mile, \$.000353 tandem switching, \$.002311 interconnection |
| 1.f. | Operator services (call completion) Transport | Per contract attached hereto | |
| 1.g. | IntraLATA/Local Frame Relay Frame Relay NNIs 56 kbps 64 kbps 1.536 mbps PVC/CIR Charges 8k bps 16k bps 28 kbps 56/64 kbps | TBD TBD TBD TBD TBD TBD TBD | TBD TBD TBD TBD TBD TBD TBD |
| 2. | Unbundled elements | Available as listed herein and in interstate and intrastate tariffs, and pursuant to Section 11 of the Agreement | |

⁶ See note 2 above.

⁷ See note 2 above.

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|-------|---|--|--|
| 3. | Poles, ducts, conduits, ROW | Per contract rates pursuant to 47 U.S.C. sec. 224 Illustrative: Duct: \$5.45/foot/yr. Pole: \$3.98/attachment./yr. | |
| 4.a. | Local loop transmission* Unbundled Local Loop Element Cross Connection to POTS loop Unbundled Local Loop Element and cross-connect for loops other than POTS | Pre-interim rates ⁸ will apply until either Commission-approved interim proxy rates or permanent rates are determined. To be determined in accordance with Section 11.1 of the Agreement | Pre-interim rates ⁹ will apply until either Commission-approved interim proxy rates or permanent rates are determined. To be determined in accordance with Section 11.1 of the Agreement |
| 4.b. | Special construction charges | As applicable per BA-PA PUC 1 sec. 9 | |
| 4.c.1 | Service Technician Charges (Maintenance Service Charges) (service technician work on unbundled loops outside of the central office) | Per intrastate tariff BA-PA PUC No. 1, sec. 22A.B.3 Illustrative: Initial visit charge \$37.25 Work charge (per quarter hour) \$11.00 | |

⁸ Pre-interim rates will be based on the following order of precedence: (i) Commission-approved interim proxy rates, (ii) mutual agreement of the Parties, (iii) other BA ILEC-CLEC Interconnection Agreement(s) in the state, (iv) effective or filed tariff(s), or (v) any Commission recommendation.

⁹ Pre-interim rates will be based on the following order of precedence: (i) Commission-approved interim proxy rates, (ii) mutual agreement of the Parties, (iii) other BA ILEC-CLEC Interconnection Agreement(s) in the state, (iv) effective or filed tariff(s), or (v) any Commission recommendation.

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|-------|--|--|------------------|
| 4.c.2 | Central office technician charges | Per interstate BA FCC 1 sec. 19.7.7 tariff. <u>Normal Working Hours:</u> First 1/2 hour or fraction thereof \$90.00/technician Each Additional 1/2 hour or fraction thereof \$30.00/technician <u>Overtime:</u> First 1/2 hour or fraction thereof \$100.00/technician Each Additional 1/2 hour or fraction thereof \$40.00/technician <u>Premium Time:</u> First 1/2 hour or fraction thereof \$120.00/technician Each Additional 1/2 hour or fraction thereof \$50.00/technician | |
| 5.a. | Trunk Side local transport DS-1 transport | Per interstate [BA FCC 1 sec. 6.9.1.C] and (proposed) intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariffs ¹⁰ Illustrative recurring: Interstate \$60/mo fixed, \$17.70/mile/mo Intrastate \$75/mo fixed, \$25/mile/mo | |
| 5.b. | DS-3 transport | Tariff reference see 5.a. above. Illustrative recurring: Interstate, intrastate \$900/mo fixed, \$180/mile/mo | |
| 5.c. | Mid-span meet arrangements | To be charged in accordance with the requirements of Section 4.3 of the Agreement | |

¹⁰ See note 2 above.

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|------|---|---|--|
| 6. | Local switching* Unbundled Switching Element POTS switch Port | \$6/service order per line to establish or modify service \$6/service order plus \$6/Port | \$0.004/mou of local switch usage \$1.50/mo |
| 7.a. | Operator services 911 service (data entry; database maintenance)* | No charge | |
| 7.b. | Directory assistance | Per separate contract; branding available Directory transport per section 1.e. above | |
| 7.c. | Operator call completion | Per separate contract; branding available | |
| 8.a. | White pages and Yellow Pages (business only) directory listings* | \$5.00 per primary listing per number | No charge |
| 8.b. | Books & delivery (annual home area directories only)* | No charge for normal numbers of books delivered to end users; bulk deliveries to CLEC per separate arrangement | |
| 8.c. | Additional listings, changes to listings, non-listed, non-published, and other extra services | Per tariff [BA-PA PUC 1 sec. 5.B] Illustrative: Additional listing: \$12.00 residence; \$15.00(1st), \$9.00 (additional) business Non-list: \$15.00 residence or business Non-published: \$15.00 residence or business | Per tariff [BA-PA PUC 1 sec. 5.B] Illustrative: Additional listing: \$1.25/mo residence, \$2.05/mo business Non-list: \$1.25/mo residence or business Non-published: \$1.75/mo residence or business |
| 9. | Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)* | No charge | |

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|------|--------------------------|---|--|
| 10.a | SS7 Interconnection | Per interstate [BA FCC 1 sec. 6.9.1.G] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariff | Per interstate [BA FCC 1 sec. 6.9.1.L] and intrastate [BA-PA PUC sec. 6.9.2.I] tariff Illustrative: Interstate: STP ports, 900/mo.; STP access, 3.50/mile/mo. Intrastate: STP ports, \$932.58/mo.; STP access, \$4.00/mile/mo. |
| 10.b | LIDB Interconnection | Per tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Originating point code, \$125 | Per tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Query validation \$.04/query Query transport \$.0002/query |

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|------|---|--|---|
| 10.c | 800/888 data base Interconnection | No separate charge (included in FGD trunk and STP links) | Per interstate [BA FCC 1 sec. 6.9.1.N], and intrastate [BA- PA PUC 302 sec. 6.9.2.J] tariffs Illustrative: Interstate basic query, \$.003105/query; vertical feature package, \$.000337/query Intrastate basic query, \$.003089/query; vertical feature package, \$.000327/query |
| 11.a | Interim number portability through co-carrier call forwarding* | \$5.00/service order \$4.00/installation/ number at same location | \$1.50/month/ported number |
| 11.b | Access pass-through to number portability purchaser* | | In accordance with Section 14.5 of Agreement |
| 12. | Local dialing parity* | No charge | |
| 13.a | Reciprocal call termination Local Traffic delivered to Bell Atlantic Interconnection Point* | | \$.003/mou End Office Termination \$.005/mou Tandem Termination Charged in accord- ance with note 13 below |

| | <u>BA Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|------|--|---|---|
| 13.b | Access charges for termination of intrastate and interstate Toll Traffic | | Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate) |
| 14.a | Wholesale rates for resale of telecommunications services provided to end users* ¹¹ | <u>Percentage discount from retail tariff</u> ¹² | |
| 14.b | Resale of retail telecommunications services if ICI provides its own operator services. * | 14.56% discount | |
| 14.c | Resale of retail telecommunications services if ICI uses BA operator services.* | 12.58% discount | |

¹¹ Excludes telecommunications services designed primarily for wholesale, such as switched and special access, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

¹² Pending establishment of mechanized billing procedures adapted to resale, the Parties will agree upon a composite “bottom-of-the-bill” discount that reflects the discounts and exclusions identified herein, and such other adjustments as the Parties agree.

B. ICI Services, Facilities, and Arrangements:

| | <u>ICI Service</u> | <u>Non-recurring</u> | <u>Recurring</u> |
|------|--|---|---|
| 1.a. | Interim Number Portability through co-carrier call forwarding* Number portability* | \$5.00/service order \$4.00/installation/ number at same location | 1.50/month/ported number |
| 1.b | Access pass-through to number portability purchaser* | | In accordance with sec. 14.5 of Agreement |
| 2. | Local dialing parity* | No charge | |
| 3.a | Reciprocal call termination Local Traffic delivered to ICI Interconnection Point * | | Calculated in accordance with note 13 below |
| 3.b | Access charges for termination of intrastate and interstate Toll Traffic | | Per ICI interstate and intrastate access rates (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate) |
| 4. | All other ICI services available to BA for purposes of effectuating local exchange competition | Available at ICI tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to ICI | |
| 5. | Other Services Information Service Billing Fee | No Charge | \$.03 per call |

13 LOCAL TRAFFIC TERMINATION RATES

A. Charges by BA

(a) Traffic delivered to BA Local Serving Wire Center ("LSWC") or BA Access Tandem: \$.005 per mou

(b) Traffic delivered directly to terminating BA End Office: \$.003 per mou

B. Charges by ICI

1. Single-tiered interconnection structure:

ICI's rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

LSWC/Access Tandem Minutes = Total minutes of use of Local Traffic delivered by ICI to the BA LSWC or BA Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by ICI directly to the terminating BA End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by ICI to BA for most recent billed quarter.

ICI Charge at the C-IP =

$$\frac{(LSWC/Access Tandem Minutes \times \$.005) + (End Office Minutes \times \$.003)}{Total Minutes}$$

For the first year after the Effective Date, the ICI charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date.

2. Multiple-tiered interconnection structure (if offered by ICI to any carrier)

(a) Local Traffic delivered to ICI LSWC or ICI Access Tandem: \$.005

(b) Local Traffic delivered to terminating ICI End Office/node: \$.003

C. Miscellaneous Notes

1. In the event a Party desires to deliver Local Traffic to a LSWC (i) that is not located within 25 miles of the Tandem Office to which it is subtended, or (ii) where the Tandem Office that it subtends is not located within 25 miles of the Tandem Office that is subtended by the terminating End Office, or (iii) that is not located within 25 miles of the Tandem Office that is subtended by the terminating End Office, then such Party shall (x) in addition to paying the LSWC/Access Tandem termination rate described above, purchase the necessary facilities from the terminating Party to transport such Traffic to a qualifying LSWC or Access Tandem that is not subject to any of conditions (i), (ii), or (iii) above, (y) purchase such other service(s) as the terminating Party may offer under applicable tariff to remedy such condition(s), or (z) enter into a new compensation arrangement as the Parties may agree. Notwithstanding the foregoing, nothing in this Agreement shall obligate BA to provide switching services at a LSWC when it functions as such.

2. In the event the two-tiered rate structure described above is modified pursuant to Applicable Law to a single rate structure, BA and ICI (to the extent ICI is offering a multiple-tiered interconnection structure) shall each have the right to apply its tariffed switched access transport charges for transporting Local Traffic it receives at its LSWC to the first point of switching in its network in the LATA.

3. The ICI termination rate under the single-tiered interconnection structure set forth above is intended by the Parties to be a Local Traffic termination rate for Interconnection to the W-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to ICI under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single ICI termination rate is also intended to provide financial incentives to ICI to deliver traffic directly to BA's terminating End Offices once ICI's traffic volumes reach an appropriate threshold. The Parties agree that the Reciprocal Compensation rate(s) set forth herein recover a reasonable approximation of each Party's additional costs of terminating calls that originate on the network facilities of the other Party.

EXHIBIT B

BONA FIDE REQUEST PROCEDURES

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. October 19, 1992), Paragraph 259 and Footnote 603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element, the telecommunications service(s) to be provided by the requesting Party using the requested Network Element(s), the means of Interconnection, the number or volume requested, the locations, and the date(s) such Network Elements are desired. The requesting Party shall either make a binding commitment to order the Network Elements requested in the quantity, and within the time frame requested or to pay the requested Party the costs of processing the Requests.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within 10 (ten) business days of receipt of the requested Network Element Bona Fide Request Item, the receiving Party will respond in one of the following ways:

- a) provide confirmation that the Network Element Bona Fide Request is technically feasible and the date the receiving Party will deliver a price proposal, including a service description, pricing, and a schedule for availability; or
- b) request a face-to-face meeting between technical representatives of both Parties to further explain the request; or
- c) inform the requesting Party that the receiving Party must do laboratory testing to determine whether the request is technically feasible; or
- d) inform the requesting Party that the receiving Party must do field testing to determine whether the request is technically feasible; or
- e) inform the requesting Party that it is necessary for the Parties to undertake a joint technical/operational field test in order to determine both technical feasibility and operational cost impacts; or

- f) provide notification that it is not technically feasible to comply with the request along with an explanation.

5. Within ten (10) business days of receiving the receiving Party's response from Step 4, the requesting Party can:

- a) negotiate a mutually agreeable schedule for the receiving Party testing and agree to pay the receiving Party for the testing costs; or
- b) negotiate a mutually agreeable schedule for joint technical/operational field testing, and agree to share the costs.

6. Within ten (10) days of receiving the receiving Party's confirmation (from Step 4a), the requesting Party can:

- a) accept the receiving Party's price proposal date and agree to pay the receiving Party the cost of developing the proposal; or
- b) negotiate a different date for the receiving Party to deliver the price proposal, and agree to pay the receiving Party the cost of developing the proposal; or
- c) abandon the request.

7. The receiving Party delivers the Network Element Bona Fide Request Item price proposal to the requesting Party. The price proposal includes a service description and availability schedule

8. The requesting Party accepts the receiving Party's price proposal, or negotiates changes.

9. The receiving Party makes the Network Element Bona Fide Request Item available in accordance with Step 8.

10. Unless the Parties otherwise agree, all prices shall be consistent with the pricing principles of the Act and any applicable FCC or Commission rules, regulations, or orders.

11. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith or disputes a determination, or price or cost quote, or is failing to act in accordance with section 251 of the Act. Such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

EXHIBIT C

DIRECTORY ASSISTANCE AND CALL COMPLETION SERVICES AGREEMENT

THIS AGREEMENT is made, effective this ____ day of _____, 1997, by and between **Bell Atlantic Network Services, Inc.** (hereinafter referred to as "Bell Atlantic"), a Delaware corporation with offices at 13100 Columbia Pike, Silver Spring, MD 20904, and _____, (hereinafter referred to as "Carrier"), a _____ corporation with offices at _____.

1. SCOPE AND TERM OF AGREEMENT

1.1 Scope This Agreement sets forth the terms and conditions which shall govern the use of and payment for Directory Assistance (DA) Service and IntraLATA Call Completion Service (hereinafter collectively referred to as "Services") to be provided by Bell Atlantic, or its affiliated companies, to Carrier. Carrier shall subscribe to and pay for Services for Carrier's local exchange customers in the _____ LATAs.

1.2 Term The initial term of this Agreement shall commence as of 12:01 a.m. on the date first written above and shall expire upon the conclusion of the subscription period selected by Carrier in Appendix A. At the end of this initial term, this Agreement, including Carrier's subscription to Services, shall automatically renew for the same length of time as the initial subscription period unless either party provides written notice to the other of its intent to terminate at least three (3) months prior to the expiration of the current term.

2. DESCRIPTION OF SERVICES

2.1 **Directory Assistance (DA) Service**

a. Directory Assistance Service shall consist of 1) directory transport by Bell Atlantic from the point of Bell Atlantic's interconnection with Carrier's trunks to Bell Atlantic's designated DA locations, and 2) the provision of telephone number listings by Bell Atlantic Carrier Call Representatives (CCRs) in response to calls from Carrier's local exchange customers located in the LATAs designated in Section 1.1, at the rates specified in Appendix A.

b. A maximum of two requests for telephone numbers will be accepted per DA call. A "DA call" as used in this Agreement shall mean a call answered by or forwarded to Bell Atlantic, regardless of whether a telephone number is requested, provided or available. The listings that will be available to Carrier's customers are those telephone numbers that are listed in Bell Atlantic's DA records for the LATAs or NPAs designated in Section 1.1.

2.2 **Connect ReQuestsm Service**

a) Connect ReQuestsm Service is an optional DA call completion service. It provides Directory Assistance end users the option of placing a call to a requested DA listing without having to hang up and redial. If a caller requests two numbers on a DA call, only the second number will be completed using Connect ReQuestsm.

b) Connect ReQuestsm requires that the Carrier meet switching, facility, and other technical standards as required by Bell Atlantic to provide this Service. Bell Atlantic will deliver all Connect ReQuestsm calls back to the Carrier for completion.

2.3 **IntraLATA Call Completion Service**

a) IntraLATA Call Completion Service consists of the live and automated call completion services specified in Appendix B, including the completion of collect, card and bill-to-third party calls; busy line verification; customer

requested interrupt; and other assistance to callers. IntraLATA Call Completion Service includes the support of the Bell Atlantic carrier call centers and call completion facilities used to provide such services to Carrier.

b) Bell Atlantic will provide Carrier with unrated records for the call completion services provided by Bell Atlantic on behalf of Carrier. The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.

2.4 Branding Branding is a service option that permits the Carrier to deliver a customized front end announcement to its callers, identifying the Carrier as the customer service provider. Branding is available for DA as well as Call Completion Services. Carrier shall provide the information required by Bell Atlantic to create this announcement. Branding also requires that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or operator switch location.

2.5 Carrier Subscription Selection Form The specific Services to which Carrier shall subscribe and the applicable service subscription periods are contained in Appendix A ("Carrier Subscription Selection Form").

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

3.1 Technical Questionnaire Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C will be furnished by Carrier at least sixty (60) days prior to the commencement of Services (i.e., the cutover date described in Section 3.2.) Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic.

3.2 Cutover The cutover date for a selected Services shall be the date on which such Service shall be available to all of Carrier's local exchange customers in the LATAs designated in Section 1.1. The subscription term set forth in Appendix A for such Services shall commence on the cutover date.

3.3 Service Review Meetings Bell Atlantic will meet and confer with Carrier during the term of this Agreement to review and discuss the Services provided under this Agreement. The times for meetings will be established by mutual agreement of the parties.

4. EQUIPMENT AND FACILITIES

4.1 Bell Atlantic will establish and maintain such access equipment and related facilities for its Carrier Call Centers as may be necessary to perform the Services specified in Appendix A, provided that Carrier furnishes Bell Atlantic the information specified in Appendix C and any changes in such information in a timely and accurate manner. Any additional Services that Carrier seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.

4.2 Carrier will provide and maintain such equipment within its premises as is necessary to permit the Bell Atlantic to perform the agreed upon Services in accordance with Bell Atlantic standard equipment operation and traffic operation procedures.

4.3 Carrier Transport and Switched Access Connection

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, and signaling arrangements required for Bell Atlantic to provide Services to Carrier. Separate dedicated trunks for each NPA or LATA may be required. Any trunks or other transport and access that Carrier obtains from Bell Atlantic to deliver Carrier's calls to Bell Atlantic shall be provided pursuant to the applicable tariffs, and not under this Agreement. Bell Atlantic agrees to coordinate the scheduling of Services to be provided under this Agreement with the scheduling of any trunking or related services provisioned by Bell Atlantic under the tariffs.

b) Carrier shall specify the number of trunks required for Services. For Directory Assistance Service, Carrier must provide Feature Group D (FGD) trunks directly to the location designated by Bell Atlantic. For IntraLATA Call Completion Service, Carrier must provide trunks with operator services signaling directly to the location designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three (3) months advance notice in the event of any change in designated locations.

5. PAYMENT FOR SERVICES

5.1 Rates Carrier agrees to pay for Services at the rates contained in Appendix A.

5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Service or from the date of billing for the Service, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate of fifteen (15) percent per annum.

5.3 Taxes The rates specified in this Agreement and Appendices are exclusive of all taxes, duties or similar charges imposed by law. Carrier shall be liable for and shall reimburse Bell Atlantic for any sales, use, excise or other taxes applicable to the services performed under this Agreement.

5.4 Liquidated Damages In the event that Carrier discontinues using Bell Atlantic's Services in whole or in part, or terminates this agreement prior to the expiration of the subscription term, the parties agree that Bell Atlantic will incur expenses and damages that will be difficult to calculate. Therefore, the parties agree that in the event of such discontinuance or termination, Carrier shall pay an amount equal to the charges billed for the month in which the highest usage of Services occurred, multiplied by the number of months remaining in the then-current term, or b) the sum of \$100,000, whichever is greater. If Carrier causes this Agreement to terminate before the commencement of any Service selected in Appendix A, Carrier shall pay for all costs already incurred by Bell Atlantic in establishing and preparing for the commencement of such Service or the sum of \$100,000, whichever is greater.

5.5 Carrier's Customers Carrier shall be responsible for all contacts and arrangements with its customers concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Carrier's customers.

6. LIMITATION OF LIABILITY

6.1 Direct Damages In the event that Bell Atlantic, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this Agreement, Bell Atlantic shall be liable to Carrier for Carrier's direct damages resulting from such failure, up to an amount not to exceed the payment of charges under this Agreement for the Services affected.

6.2 Other Remedies The extent of Bell Atlantic's liability arising under this Agreement shall be limited as described in paragraph 6.1 above. In no event shall Bell Atlantic be liable for any other loss, cost, claim, injury, liability, or expense related to or arising out of this Agreement or the Services provided hereunder including, but not limited to, any incidental, special, indirect, or consequential damages, including but not limited to loss of revenue or profit, whether recovery is sought in tort, contract, or otherwise, even if Bell Atlantic had notice of such damages.

7. DEFAULTS AND TERMINATION

7.1 Defaults or Violations If Carrier defaults in the payment of any amount due hereunder, or if Bell Atlantic fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement with seven (7) days written notice.

8. CONFIDENTIAL INFORMATION

8.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 8.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, b) has been or is subsequently made public by the disclosing party, or c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential information to any other parties. The parties agree to advise their respective employees, agents and representatives to take such action as may be advisable to preserve and protect the confidentiality of such information.

8.2 Marking of Confidential Information All information the disclosing party considers proprietary or confidential, if in writing or other tangible form, shall be conspicuously labeled or marked as "Proprietary" or "Confidential" and, if oral, shall be identified as proprietary at the time of disclosure and promptly confirmed in writing. Either party shall have the right to correct any inadvertent failure to designate information as proprietary by written notification within ten (10) days following disclosure.

9. RELATIONSHIP OF THE PARTIES

9.1 Independent Contractors Bell Atlantic and Carrier shall be independent contractors under this Agreement and all services under this Agreement shall be performed by Bell Atlantic as an independent contractor and not as an agent of Carrier.

9.2 Responsibility for Employees and Agents All persons furnished by Bell Atlantic shall be considered solely Bell Atlantic's employees or agents, and Bell Atlantic shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers' compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each party's employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

10. GENERAL CONDITIONS

10.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party except that Bell Atlantic may assign this Agreement to an affiliate or subsidiary without such consent.

10.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of _____.

10.3 Compliance with Laws Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither party shall be liable to the other for termination of this Agreement or any services to be provided hereunder necessitated by compliance with any law, rule, regulation or court order of a duly authorized governmental body.

10.4 Contingency Neither party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the control of Carrier or Bell Atlantic. If such a contingency occurs, the party injured by the other's inability to perform may: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part thereof for the duration of the delaying cause and resume performance once the delaying causes cease.

10.5 Licenses No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Bell Atlantic to Carrier under this Agreement.

10.6 Notices Except as otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given to the other party at the address designated below by hand delivery, registered return-receipt requested mail, confirmed facsimile, or nationally recognized courier service:

For Bell Atlantic: Bell Atlantic Network Services, Inc.
13100 Columbia Pike, D39
Silver Spring, MD 20904
Attn: _____, Product Manager

For Carrier:

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, facsimile or express courier, and three days after delivery to the U.S. Postal Service, if mailed.

10.7 Publicity Bell Atlantic and Carrier agree to submit to each other prior to publication all advertising, sales promotions, press releases and other publicity matters containing or mentioning a) the services performed by Bell Atlantic under this Agreement, b) either party's name or marks, or c) language from which either party's names or marks may be inferred or implied. Bell Atlantic and Carrier further agree not to publish or use any such advertising, sales promotion, press releases, or publicity matters unless it obtains the other party's prior written consent.

10.8 Severability If any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

10.9 Survival All obligations hereunder, incurred by either Bell Atlantic or Carrier prior to the cancellation, termination or expiration of this Agreement shall survive such cancellation, termination or expiration.

10.10 Captions and Section Headings The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

10.11 Duplicate originals This Agreement may be executed separately by the parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.

10.12 Nondisclosure of Agreement Each party agrees not to disclose the terms and conditions of this Agreement to any third party, except that it shall not be deemed a breach of this provision for the parties to disclose the terms and conditions of this Agreement to their respective subsidiaries and affiliated companies or to any duly constituted governmental body which requires disclosure.

10.13 Entire Agreement The terms and conditions of this Agreement, including Appendices A, B, and C attached to this Agreement, constitute the entire Agreement between Bell Atlantic and Carrier relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

**BELL ATLANTIC
NETWORK SERVICES, INC.**

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

INTRALATA TELECOMMUNICATIONS SERVICES SETTLEMENT AGREEMENT

This Agreement is entered into as of _____, 1997, by and between Bell Atlantic - _____, Inc., a _____ corporation, with principal offices located at _____ ("BA-__"), and _____, a _____ corporation, with principal offices located at _____ ("Carrier").

SECTION I

SCOPE

This Agreement sets forth the terms and conditions for the following:

(a) administering and processing messages in the intraLATA Toll Originating Responsibility Plan ("ITORP");
and

(b) the settlement of compensation for the following telecommunications traffic within a BA-__ LATA:

(1) intrastate and interstate intraLATA traffic terminated to Carrier and originated by an Independent Telephone Company or wireless carriers that transits the facilities of BA-__ within a BA-__ LATA, including Message Telecommunications Service and Local Exchange Service (the "ITORP Transit Service Traffic");

(2) intrastate and interstate intraLATA Message Telecommunications Service and Local Exchange Service traffic which originates from a Certified Local Exchange Carrier or Carrier, transits BA-PA's network and terminates to Carrier, or a wireless carrier or an Exchange Carrier other than BA-__, which traffic is subject to a Meet-Point Billing arrangement (the "Meet-Point Transit Service Traffic");

(3) intraLATA 800/888 Service Traffic; and

(4) intraLATA Alternately Billed Calls billed to a line-based telephone number within the state where the call is originated.

By way of clarification, this Agreement does not cover the following: (x) traffic that does not use BA-__ facilities; (y) interLATA traffic; and (z) any statewide services (whether interLATA or intraLATA) provided entirely by an Interexchange Carrier such as statewide WATS.

SECTION II

DEFINITIONS

For purposes of this Agreement, the terms set forth below shall have the following meaning:

A. 800/888 Number Database shall mean the call management service database that provides POTS telephone number translation or routing information or both for a given 800/888 telephone number.

- B. 800/888 Service Traffic means a toll free call originating with the Originating Company and billed to the Terminating Company's end user. 800/888 service MOUs are recorded by the Originating Company and provided to the Terminating Company so that it can bill its end user(s).
- C. Access Tandem shall mean a switching entity that is used to connect and switch trunk circuits between and among End Offices and between and among End Office switches and carriers' aggregation points, points of termination, or points of presence, which entity has billing and recording capabilities that are used to provide switched Exchange Access services.
- D. Alternately Billed Calls shall mean all intraLATA land-line Collect Calls, Calling Card Calls and Third-Number Calls that originate and terminate in the _____ of _____ and are billed to a line-based number within the jurisdiction of the _____ of _____ serviced by the Billing Company. Alternately Billed Calls are identified in ITORP reports as "Received Collect/Sent Collect Calls".
- E. Basic 800/888 Number Query shall mean routing information obtained from an 800/888 Number Database for originating 800/888 calls.
- F. Billing Company shall mean the Local Exchange Carrier that provides the local telephone exchange service for the number to which an Alternately Billed Call is to be billed.
- G. Calling Card Call shall mean a call billed to a pre-assigned end user line-based billing number, including calls dialed or serviced by an operator system.
- H. Carrier Common Line Facilities means the facilities from the end user's premises to the End Office used to originate or terminate Transit Service Traffic and 800/888 Service Traffic. Such carrier common line facilities are as specified in each party's Exchange Access Tariff.
- I. Category 01 shall mean the EMR/billing record for usage charges applicable to the terminating 800/888 number service subscriber.
- J. Category 08 shall mean the EMR/copy record containing the information necessary for Carrier to bill/settle intraLATA terminating charges with other carriers.
- K. Category 11 shall mean the EMR/access record containing information necessary for Carrier to bill/settle interexchange access charges.
- L. CCS/SS7 shall mean the Common Channel Signaling/Signaling System 7, which refers to the packet-switched communication, out-of-band signaling architecture that allows signaling and voice to be carried on separate facilities, and thus is a signaling network that is common to many voice channels. There are two modes of operation defined for CCS/SS7: database query mode, and trunk signaling mode.
- M. Centralized Message Distribution System (CMDS) shall mean the message processing system which handles the distribution of Message Records from the Earning Company to the Billing Company.
- N. Certified Local Exchange Carrier (CLEC) means a carrier certified by the _____ to provide Local Exchange Access services within the BA-__ operating territory in that state.
- O. Collect Call shall mean a non-sent paid call that is billed to the number receiving the call, including calls dialed or serviced by an operator system.

- P. Discounted Toll Services means services in which the originating end user is charged a rate less than would normally be assessed for calls placed to similar points outside the end user's local calling area.
- Q. Earning Company shall mean the Local Exchange Carrier that provides local telephone exchange service for the number from which an Alternately Billed Call originates.
- R. End Office means the end office switching and end user line termination facilities used to originate or terminate switched intraLATA telecommunications services traffic.
- S. Exchange means a geographic area established for the furnishing of local telephone service under a local tariff. It usually embraces a city, town or village and its environs. It consists of one or more wire centers together with the associated facilities used in furnishing communications service within the area.
- T. Exchange Access means the facilities and services used for the purpose of originating or terminating interexchange telecommunications in accordance with the schedule of charges, regulations and conditions specified in lawfully established Exchange Access Tariffs.
- U. Exchange Access Tariffs means the tariffs lawfully established with the Federal Communications Commission or the _____ by an Exchange Carrier for the provision of Exchange Access facilities and services.
- V. Exchange Carrier shall mean a carrier licensed to provide telecommunications services between points located in the same Exchange area.
- W. Exchange Message Record (EMR) shall mean the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is described in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. document that defines industry standards for Exchange Message Records, which is hereby incorporated by reference.
- X. ITORP Transit Service Traffic shall have the meaning set forth in Section I above titled "Scope".
- Y. Independent Telephone Company shall mean any entity other than BA-__ which, with respect to its operations within the _____ of _____, is an incumbent Local Exchange Carrier.
- Z. Inter-Company Net Billing Statement shall mean the separate monthly financial reports issued by BA-__ under ITORP to the Exchange Carriers for settlement of amounts owed.
- AA. IntraLATA Toll Originating Responsibility Plan (ITORP) shall mean the information system owned and administered by BA-__ for calculating charges between BA-__ and Local Exchange Carriers for termination of intraLATA calls.
- BB. Interexchange Carrier (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA telephone toll services.
- CC. Local Access and Transport Area (LATA) means a contiguous geographic area: (1) established before the date of enactment of the Telecommunications Act of 1996 by BA-__ such that no Exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or state, except as expressly permitted under the AT&T Consent Decree; or (2) established or modified by BA-__ after such date of enactment and approved by the Federal Communications Commission.

- DD. Local Exchange Carrier (LEC) means any person that is engaged in the provision of Local Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332 (c) of the Telecommunications Act of 1996, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term.
- EE. Local Exchange Service means telecommunications services provided between points located in the same LATA.
- FF. Meet-Point Billing (MPB) means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a switched access Local Exchange Service to one of the LECs' End Office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs.
- GG. Meet-Point Transit Service Traffic shall have the meaning set forth in Section 1, "Scope".
- HH. Message Records shall mean the message billing record in Exchange Message Record format.
- II. Message Telecommunications Service (MTS) means message toll telephone communications, including Discounted Toll Services, between end users in different Exchange areas, but within the same LATA, provided in accordance with the schedules of charges, regulations and conditions specified in lawfully applicable tariffs.
- JJ. Minutes of Use (MOU) means the elapsed time in minutes used in the recording of Transit Service Traffic and 800/888 Service Traffic.
- KK. Multiple Bill/Single Tariff means the MPB method whereby each LEC prepares and renders its own Meet Point Bill in accordance with its own tariff(s) for the portion of the jointly-provided Exchange Access service which the LEC provides.
- LL. Multiple Exchange Carrier Access Billing (MECAB) means the document prepared by the Billing Committee of the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, and published by Bellcore as Special Report SR-BDS-000983, which document contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA, and is incorporated herein by reference.
- MM. Originating Company means the company which originates intraLATA MTS or Local Exchange Service on its system. (For compensation purposes, the Originating Company shall be considered the Terminating Company for 800/888 Service Traffic.)
- NN. Terminating Company means the company which terminates intraLATA MTS or Local Exchange Service on its system where the charges for such services are collected by the Originating (or Billing) Company. (For compensation purposes, the Terminating Company shall be considered the Originating Company for 800/888 Service Traffic.)
- OO. Third-Number Call shall mean a call billed to a subscriber's line-based billing number which is not the number to which the call either terminates or originates.
- PP. Transit Traffic shall refer to both ITORP Transit Service Traffic and Meet-Point Transit Service Traffic.

QQ. Transiting Company shall mean a Local Exchange Carrier which transports intraLATA telecommunications traffic on its system between an Originating Company and a Terminating Company.

RR. Transport Facilities means the facilities from the End Office to a tandem switching facility used to originate or terminate switched intraLATA telecommunication services traffic.

SECTION III

SETTLEMENT OF TRANSIT SERVICES

(a) ITORP Transit Service Traffic.

(1) Call Routing and Recording; Billing Percentages. BA-__ will route ITORP Transit Service Traffic over the combined local and toll trunk groups between BA-__ and Carrier. BA-__ and Carrier agree to designate the points of interconnection for the purpose of terminating ITORP Transit Service Traffic which originates from an Independent Telephone Company or wireless carrier and terminates to Carrier. Both parties further agree to develop and file mutually agreed to billing percentages applicable to ITORP Transit Service Traffic in the National Exchange Carrier Association F.C.C. Tariff No. 4, which billing percentages shall be calculated in accordance with ITORP guidelines.

(2) Exchange of Billing Data. The Originating Company will provide to BA-__ all billing data relating to ITORP Transit Service Traffic for processing in ITORP within fourteen (14) days from the date the usage occurs (to the extent usage occurs on any given day) for traffic originating from an Independent Telephone Company or wireless carrier, which traffic transits BA-PA's facilities and terminates to Carrier.

(3) Billing. BA-__ will, on behalf of Carrier, bill Exchange Carriers for intraLATA ITORP Transit Service Traffic, and collect compensation due Carrier based on Carrier's established and legally-approved tariffed or negotiated rates utilizing ITORP. The charges set forth in Attachment A, attached hereto and incorporated herein by reference, shall apply to the billing and collection services provided by BA-__ to Carrier hereunder. Carrier will record the ITORP Transit Service Traffic usage at its switch, and shall bill BA-__ for this traffic in accordance with the rates set forth in the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996, dated as of September __, 1996, by and between BA-__ and Carrier.

(b) Meet-Point Transit Service Traffic.

(1) Call Routing and Recording; Billing Percentages. BA-__ and Carrier will route their respective Meet-Point Transit Service Traffic over the combined local and toll trunk groups between them. BA-__ and Carrier agree to designate the points of interconnection for the purpose of terminating Meet-Point Transit Service Traffic which originates from a CLEC and terminates to Carrier, or originates from Carrier and terminates to a CLEC, Independent Telephone Company, or a wireless carrier. Both parties further agree to develop and file mutually agreed to billing percentages applicable to Meet-Point Transit Service Traffic in the National Exchange Carrier Association F.C.C. Tariff No. 4, which billing percentages shall be calculated in accordance with MECAB guidelines.

(i) End Offices Subtending BA-__ Access Tandem. Meet-Point Transit Service Traffic will be routed over the local and toll interconnection facilities used to terminate similar traffic directly between BA-__ and Carrier when the Originating and Terminating Company's End Office switches subtend BA-PA's Access Tandem. BA-__ will record this traffic at the BA-__ Access Tandem, and forward the terminating call records to the Terminating Company for purposes of Meet-Point Billing.

(ii) End Offices That Do Not Subtend a BA-__ Access Tandem. When the Originating and/or the Terminating Company's End Office switches do not subtend BA-PA's Access Tandem, the Meet-Point Transit Service Traffic must be routed over interconnection facilities other than those used to terminate intraLATA MTS or Local Exchange Service to BA-PA's end users. The Terminating Company will record this traffic at its Access Tandem and forward the terminating call records to BA-__ for Meet-Point Billing purposes.

(iii) Special Access. Upon request, any Meet-Point Service Transit Traffic may be routed over special access interconnection facilities between Carrier, on the one hand, and a CLEC, an Independent Telephone Company, or a wireless carrier, on the other.

(2) Exchange of Billing Data. All billing data exchanged hereunder will be exchanged on magnetic tape or via electronic data transfer, to be delivered at the addresses set forth below, using the Electronic Message Record format. BA-__ will provide to Carrier the switched-access detail usage data (category 1101XX records) on magnetic tape within fourteen (14) days from the date the usage occurs (to the extent usage occurs on any given day) for traffic originating from a CLEC, transiting BA-PA's facilities and terminating to Carrier, and Carrier will provide to BA-__ the switched access summary usage data (category 1150XX records) on a magnetic tape on a monthly basis within fourteen (14) days of receipt from BA-__ of the switched access detail usage data referenced above.

(3) Billing. BA-__ and Carrier will submit to CLECs separate bills under their respective tariffs for their portion of jointly-provided Meet-Point Transit Service Traffic. With respect to Meet-Point Transit Service Traffic, BA-__ and Carrier will exchange billing data and render bills under Multiple Bill/Single Tariff arrangements in accordance with the applicable terms and conditions set forth in MECAB.

(4) Addresses. Magnetic tapes to be sent hereunder to Carrier will be sent to the following address (which address Carrier may change upon prior written notice to BA-__):

Magnetic tapes to be sent hereunder to BA-__ will be sent to the following address(es), as appropriate (which address(es) BA-__ may change upon prior written notice to Carrier):

Bell Atlantic
Tape Library
1500 Tech Center Drive
Monroeville, PA 15146

SECTION V

800/888 SERVICE

800/888 Service Traffic will be exchanged among BA-__, Carrier, Independent Telephone Companies, CLECs and wireless carriers via CCS/SS7 trunks, and all will deliver/route these calls as appropriate and provide EMRs to the Terminating Company to enable it to bill its 800/888 service subscriber. These EMRs will, per industry standards, include the following: Category 01 (800/888 number subscriber billing), Category 08 (copy record/local exchange charges), and Category 11 (interexchange carriers access records).

(a) Delivery of Translated 800/888 Number Queries and calls over CCS/SS7 links and trunks. BA-__ and Carrier will launch their own Basic 800/888 Number Query for 800/888 Service Traffic originated in their networks, and route this traffic to each other, as appropriate, utilizing existing local and toll interconnection facilities.

(b) Exchange of Records; Compensation. All 800/888 Service Traffic hereunder shall be subject to the appropriate access charges, as set forth in the applicable tariffs. In addition, for jointly provided intraLATA 800/888 Service Traffic between two Local Exchange Carriers, the Originating Company is responsible for billing its tariffed Basic 800/888 Number Query charge to the Terminating Company. Carrier, when acting as an Originating Company, must submit to BA-__, via magnetic tape(s) in EMR format, (i) the information necessary to bill/settle intraLATA charges (EMR Category 110125), and (ii) the usage charges applicable to the terminating 800/888-number service subscriber (EMR Category 010125). In the event any of these records are lost or destroyed, BA-__ and Carrier will jointly estimate the terminating access charges due to either party hereunder as follows:

- (1) Total the terminating traffic compensation paid with respect to 800/888 Service Traffic to each party hereunder for the most recent six (6) months period preceding the month covered by the lost or destroyed tapes.
- (2) Divide the total determined in (1) preceding, by 180 days.
- (3) Multiply the terminating traffic compensation per day determined in (2) preceding, by the number of days covered by the lost or destroyed tapes. The calculated amount will be included as an adjustment for lost or destroyed tapes in the next Inter-Company Net Billing Statement.

BA-__ shall have no liability whatsoever with respect to any lost, damaged or destroyed records submitted hereunder by Carrier.

(c) Settlement. EMR records submitted by Carrier hereunder acting as an Originating Company, as contemplated in Paragraph (b) above, will be processed in accordance with ITORP. For purposes of calculating the access charges due Local Exchange Carriers with respect to 800/888 Service Traffic, the Originating Company shall be deemed the Terminating Company. Access charges payable hereunder shall be calculated in accordance with Section VII of this Agreement, as applicable.

SECTION VI

ALTERNATELY BILLED CALLS

(a) Responsibilities of the Billing Company. The Billing Company agrees to provide the Earning Company with billing services, as specified below, with respect to Alternately Billed Calls.

(1) Billing. Upon receipt of the appropriate Message Record from CMDS, the Billing Company shall include this record in the bill to be issued to the end user responsible for payment. The Billing Company shall also submit copies of these Message Records to BA-__, at least once a month, in order to determine monthly settlement amounts for both the Billing Company and the Earning Company which will be reflected in the Inter-Company Net Billing Statement. These amounts will reflect any and all applicable charges due the Billing Company for performing billing services hereunder. In addition, as applicable, the Inter-Company Net Billing Statement will reflect any amounts owed by Carrier to BA-__ for administering and processing ITORP.

(2) Payment of Amounts Outstanding. Upon receipt of the Inter-Company Net Billing Statement from BA-__, Carrier shall, within thirty (30) days of invoice, remit to BA-__ full payment of amounts owed under the Inter-Company Net Billing Statement.

(b) Responsibilities of the Earning Company. In connection with Alternately Billed Calls, the Earning Company shall provide Message Records to the Billing Company on a daily basis to the extent that any usage has been recorded. These Message Records will be delivered by the Earning Company to the Billing Company via the CMDS system, unless otherwise agreed to by the parties hereto.

(c) Fees for Settlement of Alternately Billed Calls. The billing services provided by the Billing Company to the Earning Company with respect to Alternately Billed Calls shall be subject to the applicable charges set forth in Attachment A, which charges will be reflected in the Inter-Company Net Billing Statement. These charges may be revised upon mutual written agreement of the parties hereto.

SECTION VII

CALCULATION OF COMPENSATION

BA-__ and Carrier agree to compensate each other with respect to Transit Services Traffic and 800/888 Service Traffic in accordance with the terms established below, and the rate elements set forth in Attachments A and B, attached hereto and incorporated herein by reference.

(a) Compensation due to the Terminating/Transiting Company. Compensation due to the Terminating Company/Transiting Company will be determined separately for each month as follows:

(1) For Carrier Common Line Facilities provided by the Terminating Company, an amount calculated as specified for Carrier Common Line Facilities in the Terminating Company's Exchange Access Tariff. Compensation will be determined by multiplying a) the Terminating Company's Carrier Common Line rate, times b) the MOU.

(2) For End Office facilities provided by the Terminating Company, an amount calculated as specified for End Office facilities in the Terminating Company's Exchange Access Tariff. Compensation will be determined by multiplying a) the Terminating Company's appropriate Exchange Access End Office rate elements, times b) the MOU.

(3) For Transport Facilities, where these facilities are provided by the Terminating Company, or a Transiting and Terminating Company, an amount calculated in accordance with the following steps:

- (i) Determine the Terminating Company's airline miles from the End Office which serves the Terminating Company's end user to either the Terminating Company's Access Tandem switching facility or the interconnection point with the Transiting Company(ies).
- (ii) Determine the Transiting Company's airlines miles from the Transiting Company(ies) Access Tandem switching facility to the interconnection point with the Terminating Company.
- (iii) Determine the sum of the total airline miles by adding (i) and (ii) above.
- (iv) Divide the Terminating Company's airline miles determined in (i) preceding by the total airline miles determined in (iii) preceding, to determine the ratio of local transport miles provided by the Terminating Company.
- (v) Divide the Transiting Company's airline miles determined in (ii) preceding by the total airline miles determined in (iii) preceding, to determine the ratio of local transport miles provided by the Transiting Company.
- (vi) Identify the rates set forth in the Exchange Access Tariff for either the Terminating Company or Transiting Companies, or both, as appropriate, which rates are applicable to Transport Facilities.
- (vii) Multiply the ratio determined in (iv) preceding, times the rate calculated in (vi) preceding, times the MOU, and add the amount set forth in (ix) below to determine the amount due the Terminating Company.
- (viii) Multiply the ratio determined in (v) preceding, times the rate calculated in (vi) preceding, times the MOU, and add the amount set forth in (ix) below to determine the amount due the Transiting Company.
- (ix) To the extent the Exchange Access Tariffs of the Terminating or Transiting Company, or both, provide for the payment of a fixed transport charge to be assessed with respect to a terminating location (End Office or toll switch), multiply this charge times the chargeable MOU.

SECTION VIII

ITORP ADMINISTRATION AND RESPONSIBILITIES

(a) Responsibilities of BA-___, BA-___ shall:

- 1. Operate and maintain the ITORP system.
- 2. Provide the requirements and standards for ITORP records and tapes (ITORP User Guide).
- 3. Inform Carrier of any proposed change in tape creation or distribution process at least sixty (60) days prior to the actual implementation of the change.
- 4. Develop and implement all system enhancements required to maintain the integrity of BA-PA's ITORP system.
- 5. Process ITORP tapes received from Carrier, or its agent, during the next available billing cycle.

6. Review and analyze daily pre-edit reports to determine if a tape is acceptable for ITORP processing; provided, however, that Carrier is not absolved, as the Originating Company, from its responsibility to conform to ITORP input requirements.
7. Communicate with Carrier, or its agent, to resolve the problems with tapes which are identified as being unacceptable for ITORP processing.
8. Create and/or maintain all ITORP tables.
9. Include the monthly compensation due to and from Carrier as identified by ITORP on the Inter-Company Net Billing Statement. The compensation includes 800/888 Service Traffic and Alternately Billed Services traffic.
10. Settle with all local Exchange Carriers, via the Inter-Company Net Billing Statement, for 800/888 Service Traffic and Alternately Billed Services traffic originating from and/or terminating to Carrier.
11. Distribute monthly ITORP reports.

(b) Responsibilities of Carrier. Carrier shall:

1. Compensate BA-__ for the administration and processing of ITORP as specified in Attachment A.
2. Notify BA-__ Exchange Carrier Services staff in writing of any changes in its rates affecting ITORP tables, as specified in Attachment A, thirty (30) days prior to the effective date of any such changes.
3. Notify BA-__ Exchange Carrier Services staff in writing of any network changes, such as changes in traffic routing, sixty (60) days prior to the implementation of the change in the network.
4. Conform to BA-__'s ITORP record requirements and standards.
5. Carrier or its designated agent will forward the Exchange Message Records to BA-__, in a timely manner for processing.
6. Inform the BA-__ Exchange Carrier Services staff in writing of any proposed changes in the Exchange Message Record creation or distribution process at least sixty (60) days prior to the actual implementation of the change.
7. Reimburse BA-__ for compensating other local Exchange Carriers on behalf of Carrier, as reflected in the Inter-Company Net Billing Statement.

(c) Fees. Compensation for the administration and processing of ITORP will be due BA-__ on a monthly basis, based on the number of messages processed in ITORP for Carrier at an average total cost per message. The processing and administrative fees applicable on a per message basis are set forth in Attachment A. These fees may be revised by BA-__, at its discretion and upon notice to Carrier, based on annual studies conducted by BA-__, and Carrier hereby agrees to be bound by such revised rates. A minimum monthly fee, as specified in Attachment A, will be assessed when Carrier's monthly ITORP processing charges are below the stated minimum monthly charge.

SECTION IX

LIABILITIES

In the event of an error on the part of BA-__ in calculating or settling any compensation amounts hereunder, Carrier's sole remedy and BA-PA's only obligation shall be to re-calculate the compensation amount, and to the extent any amounts are owed to or owed by Carrier, such amounts will be reflected as an adjustment in the next Inter-Company Net Billing Statement. In addition and to the extent applicable, BA-PA's liability under this Agreement and/or in connection with the settlement, payment and/or calculation of any amounts due hereunder shall be limited as set forth in the applicable tariffs. BA-__ shall have no obligation or liability with respect to any billing, settlement or calculation-of-compensation errors or omissions, including without limitation the duty to re-calculate any compensation amounts reflected in the Inter-Company Net Billing Statement, if such error or omission occurred more than two (2) years prior to the time in which it is brought to BA-PA's attention in writing. Without limiting the foregoing, in no event shall either party hereto be liable for consequential, incidental, special or indirect damages (including without limitation loss of profit or business) hereunder whether such damages are based in tort (including, without limitation, under any theory of negligence), contract breach or otherwise, and even if said party knew or should have known of the possibility thereof.

SECTION X

RELATIONSHIP OF THE PARTIES

Nothing herein contained will be deemed to constitute a partnership or agency relationship between the parties. Each party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other party. Neither party nor any personnel furnished by such party will be deemed employees or agents of the other party or entitled to any benefits available under any plans for such other party's employees. Each party has and hereby retains the right to exercise full control of and supervision over its own performance of the obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations, including without limitation all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. In addition, each party will be responsible for its own acts and those of its own subordinates, employees, agents and subcontractors during the performance of that party's obligations hereunder.

SECTION XI

TERM AND TERMINATION

(a) Term - Upon execution by all parties hereto, this Agreement shall become effective as of the date first shown on Page 1 of this Agreement, and shall remain in effect until terminated by either party in accordance with paragraphs (b), (c), (d), or (e) below.

(b) Termination for Breach - Either party may, upon prior written notice to the other party, terminate this Agreement in the event the other party is in default or breach of this Agreement and such breach or default is not corrected within thirty (30) days after the breaching party has been notified of same.

(c) Termination for Convenience - Upon six (6) months written advance notice to the other party, either party may terminate this Agreement.

(d) Acts of Insolvency - Either party may terminate this Agreement or any portion thereof, effective immediately, by written notice to the other party, if said other party (1) applies for or consents to the appointment of or the taking of possession by receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property; (2) becomes insolvent; (3) makes a general assignment for the benefit of creditors; (4) suffers or permits the appointment of a receiver for its business or assets; (5) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, voluntarily or otherwise; or (6) fails to contest in a timely or appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code or any application for the appointment of a receiver, custodian, trustee, or liquidation of itself or of all or a substantial part of its property, or its reorganization, or dissolution.

(e) Termination of Interconnection Agreement. Unless otherwise agreed to by the parties hereto in writing, in the event that the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of December __, 1996, by and between BA-__ and Carrier expires without being renewed, or expires or is terminated and no other interconnection agreement has been entered into by BA-__ and Carrier, then this Agreement shall be deemed terminated effective on the date the aforesaid Interconnection Agreement expires or is terminated.

SECTION XII

NETWORK CONFIGURATION

Each party shall provide six (6) months advance written notice to the other party of any network configuration that may affect any of the services or compensation contemplated under this Agreement, and the parties hereto agree to use reasonable efforts to avoid service interruptions during any such network change.

SECTION XIII

CONSTRUCTION AND EFFECT

All services contemplated under this Agreement are provided in accordance with any and all applicable regulatory requirements and effective tariffs filed with and approved by the appropriate federal and/or state regulatory bodies, as these tariffs and requirements may be modified from time to time. To the extent there is a conflict between the terms of any said tariff or regulatory requirement and this Agreement, the terms of the tariff or the regulatory requirement shall prevail. However, to the extent not in conflict with the provisions of the applicable tariffs or regulatory requirements, this Agreement shall supplement the tariffs or regulatory requirements, and it shall be construed to the fullest extent possible in harmony with such tariffs or regulatory requirements.

SECTION XIII

MISCELLANEOUS

(a) Headings. Headings used in this Agreement are for reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(b) Notices. All notices, requests, demands, or other communications required or permitted hereunder shall be in writing, shall be deemed delivered (1) on the date of delivery when delivered by hand, (2) on the date of transmission when sent by electronic mail or facsimile transmission during normal business hours with telephone confirmation of receipt, (3) one (1) day after dispatch when sent by overnight courier maintaining records of receipt, or (4) three (3) days after dispatch when sent by registered mail, postage prepaid, return-receipt requested, all addressed as follows (or at such other addresses as shall be given in writing by either party to their other):

| | |
|---------------|---|
| If to BA-__ : | Address: 1320 N. Court House Road, 9 th Floor Arlington, VA 22201 |
| | Attn.: Manager-Local Interconnection |
| | Facsimile: 703 974 2188 |
| | Telephone: 704 974 4614 |

| | |
|----------------|------------|
| If to Carrier: | Address: |
| | Attn: |
| | Facsimile: |
| | Telephone: |

(c) Successors; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein shall be construed to create any rights enforceable by any other person or third party. This Agreement may not be assigned by either party (except by BA-__ to an affiliate or successor in interest) without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(d) Waiver. No waiver of any right or term hereof shall be effective unless in a writing executed by the waiving party. No waiver of any right or privilege hereunder shall operate as a waiver of any subsequent or similar right or privilege.

(e) Modifications. This Agreement may be modified or amended only by a written agreement executed by the parties hereto.

(f) Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

(g) Severability. If any term, provision, paragraph or clause of this Agreement or any application thereof shall be held invalid or unenforceable in any particular jurisdiction, the remainder of this Agreement and any other application of such term, provision, paragraph or clause shall not be affected thereby in such jurisdiction (where such remainder or application shall be construed as if such invalid or unenforceable term, provision, paragraph or clause has not been inserted), and this Agreement and such application of such term, provision, paragraph or clause shall not be affected in any other jurisdiction.

(h) Contingency. Neither party will be held liable for any delay or failure in performance of this Agreement from any cause beyond its control and without its fault or negligence including but not limited to acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, wars, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

(i) Governing Law. Except as otherwise expressly provided herein, this Agreement shall be interpreted, construed and governed by the laws of the State of _____, without regard to conflict of law provisions.

(j) Confidentiality. Unless by mutual agreement, or except to the extent directed by a court of competent jurisdiction, neither party shall disclose this Agreement or the terms hereof to any person other than such party's affiliates or such party's officers, employees and consultants, who are similarly bound hereby. This paragraph shall not prevent the filing of this Agreement with a state or federal commission having jurisdiction over the parties hereto if such filing is required by rule or order of that commission; provided, however, that the parties hereto shall jointly request that the Agreement be treated as confidential by that commission to the extent permitted under the commission's regulations and procedures. Each party hereto must maintain the confidentiality of all message, billing, traffic, and call records, traffic volumes and all other material information and data pertaining to the traffic covered by this Agreement and the carriers and end users associated with such traffic.

(k) Remedies under Law. All remedies available to the parties hereto under the terms of this Agreement shall be in addition to, and not by way of limitation of, any other rights that said parties may have at law or equity, none of which are hereby waived.

(l) Entire Agreement. This Agreement, including all Attachments and Schedules attached hereto, contains the entire agreement, and supersedes and voids any prior understanding, between BA-__ and Carrier regarding the subject matter hereof.

In witness whereof, the undersigned parties have caused this Agreement to be executed on their behalf this day of _____, 19__.

Witness:

Witness:

[Carrier]

By:

Bell Atlantic - _____, Inc.

By:

ATTACHMENT A

BASIS OF COMPENSATION

CHARGES FOR ADMINISTRATION OF ITORP AND ITORP PROCESSING

A. Bell Atlantic - _____, Inc. charges the following rates for providing ITORP services:
Rate Per Message/ Month

- | | | |
|----|--|----|
| 1. | Administrative Charge | \$ |
| 2. | Processing Charge Elements: | |
| | a. Terminating Traffic | \$ |
| | b. Minute/Message | \$ |
| | c. 800/888 Message | \$ |
| | d. Net Compensation | \$ |
| | e. Collected Revenue Processing Charge | \$ |
| 3. | Minimum Monthly Fee | \$ |
| 4. | Alternately Billed Calls | \$ |

ATTACHMENT B

I.
Message Telecommunications Service - Terminating to Carrier

| <u>Rate Element</u> | <u>Billing Company</u> |
|---------------------|--|
| Carrier Common Line | Carrier |
| End Office | Carrier |
| Transport | based on negotiated billing percentages (BIPs) |

II.
800/888 - Terminating to or originating from Carrier Customers

| <u>Rate Element</u> | <u>Billing Company</u> |
|---------------------|--|
| Carrier Common Line | Originating Company |
| End Office | Originating Company |
| Transport | based on negotiated billing percentages (BIPs) |
| Query | Originating Company |

III.
Local Exchange - Terminating to Carrier

| <u>Rate Element</u> | <u>Billing Company</u> |
|-------------------------------|--|
| Local E.O. Termination Charge | Carrier |
| Transport | based on negotiated billing percentages (BIPs) |

AMENDMENT

To

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of December 1, 2003 (the "Effective Date"), amends each of the Interconnection Agreements listed in Exhibit A hereto (the "Interconnection Agreements"), and is made by and between each of the Verizon incumbent local exchange carriers (individually and collectively "Verizon" or the "Verizon Parties") and each of the MCI competitive local exchange carriers ("CLECs") that is a party to an Interconnection Agreement with Verizon (individually and collectively "MCI" or the "MCI Parties"), all as shown in Exhibit A. Verizon and MCI are referred to herein individually as a "Party" and collectively as the "Parties". Defined terms are addressed in Section 4 hereof.

WITNESSETH:

WHEREAS, MCI, pursuant to its plan of reorganization recently confirmed and approved by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") in the cases jointly administered under Case No. 02-13533 (AJG), is in the process of consolidating its various competitive local exchange carrier entities in each state; and

WHEREAS, the Parties collectively have engaged in negotiations, pursuant to a settlement agreement between the Parties that was approved by the Bankruptcy Court on July 29, 2003, to resolve their outstanding disputes pertaining to intercarrier compensation and wish to establish uniform terms governing intercarrier compensation arrangements for certain traffic exchanged between the Parties on and after the Effective Date, and to address certain closely related matters, including related interconnection obligations; and

WHEREAS, the Parties have agreed to establish a new unitary intercarrier compensation rate that is derived from a blending of existing Reciprocal Compensation rates and the FCC's interim rate structure for ISP-Bound Traffic as set forth in the *Order on Remand*, assuming a reasonable time period for implementation of the *Order on Remand*, and the Parties' current volumes of robust exchange of both Reciprocal Compensation Traffic and ISP-Bound Traffic; and

WHEREAS, the Parties wish to amend all of the Interconnection Agreements to effectuate the foregoing, and for the ease of administration, have elected to do so through this single Amendment.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unitary Inter-carrier Compensation Rates.

The Parties' agreement to the terms of this Section 1 was expressly conditioned upon their agreement to the terms of Sections 2 and 3 hereof (and, similarly, the availability of the terms of this Section 1 to any carrier adopting this Amendment would also be expressly conditioned upon such adopting carrier's agreement to those other terms of this Amendment as well). Notwithstanding any other provision in the Interconnection Agreements, in any tariff or Statement of Generally Available Terms ("SGAT"), or under Applicable Law (including, without limitation, any change to Applicable Law effected after the Effective Date):

(a) Commencing upon the Effective Date, and continuing prospectively for the applicable time periods described below, when Applicable Traffic is originated by the Customer of a Party on that Party's network (the "Originating Party") and delivered to the other Party (the "Receiving Party") for delivery to a Customer of the Receiving Party, within thirty (30) days following receipt of an appropriate invoice from the Receiving Party, the Originating Party shall pay inter-carrier compensation to the Receiving Party on an equal and symmetrical basis at the applicable inter-carrier compensation rate set forth below (the "Unitary Rate") for each Minute of Use ("MOU") of Applicable Traffic delivered by the Originating Party to the Receiving Party:

- (i) For the period beginning on the Effective Date and ending June 13, 2004, the Unitary Rate shall be the blended rate that results from the blending methodology described in Part 1 of Exhibit B; ***provided, however***, that in no event shall the Unitary Rate during this period exceed a cap of \$.00165 per MOU; and
- (ii) For the period beginning three (3) years from the effective date of the *Order on Remand* (that is, on June 14, 2004) and ending June 13, 2005, the Unitary Rate shall be the blended rate that results from the blending methodology described in Part 2 of Exhibit B; ***provided, however***, that in no event shall the Unitary Rate during this period exceed a cap of \$.00120 per MOU; and
- (iii) For the period beginning four (4) years from the effective date of the *Order on Remand* (that is, on June 14, 2005) and ending June 13, 2006, the Unitary Rate shall be the blended rate that results from the blending methodology described in Part 3 of Exhibit B; ***provided, however***, that in no event shall the Unitary Rate during this period exceed a cap of \$.00070 per MOU;

provided, however, that the foregoing Unitary Rates shall apply as between any Verizon Party and any MCI Party only on the express (and nonexclusive) condition that all MCI Parties and all Verizon Parties are and remain bound by the terms of this Amendment with respect to the exchange of Applicable Traffic between any Verizon Party and any

MCI Party; and **provided further**, that if the ratio of MOUs of (A) all Applicable Traffic originated on the networks of all the Verizon Parties and delivered to all of the MCI Parties, on an aggregated basis across all state jurisdictions, to (B) all Applicable Traffic originated on the networks of all the MCI Parties and delivered to all of the Verizon Parties, on an aggregated basis across all state jurisdictions (the “Aggregated Traffic Ratio”), in any ninety (90) day period during the timeframe beginning on the Effective Date and ending on June 13, 2006 (or ending on any date after June 13, 2006 on which this Amendment remains in effect, if this Amendment remains in effect after June 13, 2006) is equal to or greater than nine (9) to one (1), the Unitary Rate in all jurisdictions for all Applicable Traffic above a six (6) to one (1) Aggregated Traffic Ratio shall be zero from the first day of that ninety (90) day period through the last day that this Amendment remains in effect (i.e., compensation for Applicable Traffic up to and including a six (6) to one (1) Aggregated Traffic Ratio shall be at the then applicable Unitary Rate during such period, and compensation for Applicable Traffic above a six (6) to one (1) Aggregated Traffic Ratio shall be subject to “bill and keep” during such period); and **provided further**, that the foregoing Unitary Rates shall apply only on the express (and nonexclusive) condition that the Aggregated Traffic Ratio for the quarter ending thirty (30) days prior to the Effective Date (or, in the case of a carrier adopting the terms of this Amendment, the quarter ending thirty (30) days prior to the effective date of any such adoption) shall not be equal to or greater than three (3) to one (1); and **provided further**, that in no case shall the Unitary Rate, for any monthly billing period, be greater than Verizon’s nationwide, weighted averaged rate for the tariffed interstate access terminating local switching element in effect in each jurisdiction (i.e., in each state or the District of Columbia) for such month (such average to be weighted based on the number of MOUs, by jurisdiction, used for the calculations in Exhibit B hereto); and **provided further**, that the foregoing Unitary Rates shall apply only on the express condition that there are no outstanding billing disputes as of the Effective Date between the Parties for charges assessed by either Party with respect to Applicable Traffic or other traffic addressed in this Amendment (e.g., Type 2 VOIP Traffic) (or, in the case of a carrier adopting the terms of this Amendment, that there are no outstanding billing disputes between Verizon and such carrier or one of its CLEC affiliates, as of the effective date of any such adoption, for charges assessed by Verizon or that carrier or one of its CLEC affiliates with respect to Applicable Traffic or other traffic addressed in this Amendment); and **provided further**, should a Party not begin to exchange traffic with the other Party in a particular jurisdiction until after the Effective Date, the Parties shall apply the Unitary Rate in effect at the time they begin to exchange traffic, as shown in the table above. (By way of example, if a Verizon Party and an MCI Party (or any CLEC adopting this Amendment pursuant to 47 U.S.C. § 252(i)) do not begin to exchange traffic under this Amendment until August, 2005, the applicable Unitary Rate shall be the blended rate that results from the blending methodology described in Part 3 of Exhibit B, subject to the rate cap of \$.0007 per MOU and the other terms of this Amendment.)

(b) For the purpose of calculating the Aggregated Traffic Ratio, MOUs of Applicable Traffic exchanged between Verizon and MCI over UNE-P lines provided to MCI by Verizon shall be included in such calculation. Specifically: (i) MOUs originated by MCI over a UNE-P line shall be as measured by Verizon; (ii) MOUs originated by

Verizon Customers and delivered to MCI UNE-P lines are not being measured by Verizon as of the Effective Date; and (iii) until such time as Verizon, in its sole discretion, elects to provide actual measurement of MOUs originated by Verizon Customers and delivered to MCI UNE-P lines, the Parties shall assume that the ratio of MOUs originated on MCI UNE-P lines to MOUs received by MCI on such UNE-P lines is 1:1.

(c) For the avoidance of doubt, (i) traffic originated by MCI over Verizon-provided UNE-P lines and delivered by Verizon to third party carriers served by other Verizon-provided UNE-P lines, (ii) traffic originated by MCI over Verizon-provided UNE-P lines and delivered by Verizon to third party carriers utilizing their own switches (i.e., facilities-based carriers) and (iii) traffic originated by Customers of third party carriers and delivered via the network facilities of either Party to the other Party, shall not be subject to the Unitary Rates set forth in this Amendment; provided, however, the terms, if any, contained in the Interconnection Agreements with respect to the foregoing types of traffic shall not be superseded, amended or affected by this subsection (c).

(d) The Parties anticipate that the terms set forth in this Amendment will greatly reduce (if not eliminate) the incidence of billing disputes between them with respect to Applicable Traffic and other traffic addressed in this Amendment (e.g., Type 2 VOIP Traffic). If, nonetheless, a good faith dispute arises with respect to any amounts billed by a Party to the other Party for Applicable Traffic or other traffic addressed under the terms of this Amendment, the billed Party shall notify the billing Party in writing of such good faith dispute as soon as reasonably possible after the billed Party is aware of such dispute, and shall pay the disputed charges pending resolution of the dispute; ***provided, however***, that the billed Party may withhold payment of any charges or category of charges billed in a given month that exceed one hundred, thirty-five percent (135%) of the three (3) prior months' average monthly non-disputed billings, provided it has a good faith basis for disputing such excess charges; and ***provided further***, that where (i) the billed Party has disputed a particular charge or category of charges in good faith for at least three (3) prior months, (ii) has paid such disputed charge or category of charges in accordance with the foregoing provisions, and (iii) has initiated dispute resolution in accordance with the terms of the relevant Interconnection Agreement(s), the billed Party may withhold further payment of such disputed charge or category of charges pending such dispute resolution. Both Parties shall use their commercially reasonable best efforts to promptly resolve any and all such billing disputes, and the billing Party shall promptly credit (and/or pay, as applicable) any amounts due to the billed Party upon dispute resolution and, conversely, the billed Party shall promptly pay any amounts due to the billing Party upon dispute resolution. Notwithstanding any other provision of the Interconnection Agreements, the disputing Party may proceed directly to the dispute resolution mechanism set forth in the Interconnection Agreement (e.g., arbitration), and shall not be obligated to take any other preliminary steps that otherwise may be called for under the terms of the relevant Interconnection Agreement(s) (e.g., without the need to escalate or mediate the dispute, wait a set number of days before making a claim, etc.). Neither the withholding of payment nor the payment of disputed charges in accordance herewith shall constitute a waiver of either Party's right to dispute the matter or to pursue

other remedies at law, or be given any evidentiary weight as to the merits of the dispute.

(e) The Originating Party shall take steps to ensure that all calls (including VOIP Traffic) originated by its Customers (each a "Calling Customer") include any Charge Number, Calling Party Number ("CPN"), Automatic Number Identifier or similar signaling parameters intended to identify the Calling Customer ("Call Records") and that such Call Records are transmitted intact to the Receiving Party and to any intermediate service provider carrying these calls, as applicable. The Receiving Party shall use such Call Records to determine the proper jurisdictional nature of the call, in accordance with the terms of this Section 1. Except as may be required by Applicable Law or as may be agreed upon in writing by the Parties (any such agreement not to be unreasonably withheld), the Originating Party shall not (i) to the extent technically feasible, remove such Call Records, (ii) alter or replace such Call Records, or (iii) insert or add any Call Record information (such as Charge Number) that does not correspond to the local calling area of the Calling Customer. Neither Party shall knowingly and intentionally (a) strip or alter Call Records to disguise the jurisdiction of a call or (b) permit third parties to do so for a Party's originated traffic. Inserting a billing telephone number ("BTN") or other designation that accurately reflects the jurisdiction of the call from the Originating Party's Customer shall not constitute a violation of the foregoing.

(f) For billing purposes, each Party shall pass CPN information on each call delivered to the other Party. The Receiving Party shall bill the Originating Party the then-current Unitary Rate, intrastate switched exchange access service rates, or interstate switched exchange access services rates applicable to each relevant minute of traffic for which CPN is passed, as provided in this Amendment, the Interconnection Agreements or the Receiving Party's applicable tariffs.

(g) If, under the circumstances set forth in subsection (f) directly above, the Originating Party does not pass CPN on up to (but not more than) ten percent (10%) of calls, the Receiving Party shall bill the Originating Party the then-current Unitary Rate, intrastate switched exchange access services rates, or interstate switched exchange access services rates applicable to each relevant minute of traffic, as provided in this Amendment, the Interconnection Agreements or the Receiving Party's applicable tariffs, for which CPN is passed. For the remaining calls (i.e., the calls without CPN information), the Receiving Party shall bill the Originating Party for such traffic at the then-current Unitary Rate, intrastate switched exchange access services rates, or interstate switched exchange access services rates applicable to each relevant minute of traffic, as provided in this Amendment, the Interconnection Agreements and the Receiving Party's applicable tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

(h) If the Originating Party fails to pass CPN on at least ninety percent (90%) of calls, the Receiving Party shall bill the Originating Party the then-current Unitary Rate, intrastate switched exchange access services rates, or interstate switched exchange access services rates applicable to each relevant minute of traffic, as provided in this Amendment, the Interconnection Agreements or the Receiving Party's applicable tariffs,

for which CPN is passed. For the remaining calls (i.e., the calls without CPN information), the Receiving Party shall bill the Originating Party for such traffic as follows: (i) for calls without CPN information comprising up to (but not exceeding) ten percent (10%) of all calls, the Receiving Party shall bill the Originating Party for such traffic at the then-current Unitary Rate, intrastate switched exchange access services rates, or interstate switched exchange access services rates applicable to each relevant minute of traffic, as provided in this Amendment, the Interconnection Agreements and the Receiving Party's applicable tariffs, in direct proportion to the minutes of use of calls passed with CPN information; and (ii) for the remaining calls without CPN information, the receiving Party shall bill the higher of its interstate switched exchange access services rates or its intrastate switched exchange access services rates for such traffic, unless the Parties agree that other rates should apply to such traffic.

(i) If the Receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Applicable Traffic or toll traffic, the Originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three (3) months' traffic, and applicable to the following three (3) months' traffic. If the Originating Party also desires to combine interstate and intrastate toll traffic on the same trunk group, it will supply an auditable Percent Interstate Usage (PIU) report quarterly, based on the previous three (3) months' terminating traffic, and applicable to the following three (3) months' traffic. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.

(j) Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. The Parties agree that, in addition to any applicable audit provisions in their Interconnection Agreements, each Party shall have the right to conduct, at its own cost, periodic (but in any case no more frequent than semi-annual) audits, on commercially reasonable terms and conditions, with respect to billings sent in connection with this Amendment; and the other Party agrees to reasonably cooperate with any such audits.

(k) Notwithstanding any provision in the Interconnection Agreements, this Amendment or a tariff, Verizon shall not charge MCI a UNE terminating local switching rate element for calls originated by a Verizon Customer that Verizon delivers to MCI for an MCI UNE-P Customer; nor shall MCI charge Verizon the Unitary Rate, Reciprocal Compensation charges or any other charges with respect to such calls.

2. VOIP Traffic.

Notwithstanding any other provision in the Interconnection Agreements, in any tariff or SGAT, or under Applicable Law (including, without limitation, except as set forth in the last sentence of this section, any change to Applicable Law effected after the Effective Date), the Parties agree that, for purposes of this Amendment only: (i) VOIP Traffic shall be considered to be Telecommunications Traffic, and not Information Services Traffic; (ii) VOIP Traffic that is delivered to the Receiving Party with a CPN (or other accurate Call Record information) that is associated with an exchange outside the Verizon local calling

area in which the Customer of the Receiving Party is physically located (“Type 2 VOIP Traffic”) shall not be subject to the Unitary Rates set forth in Section 1 above, but shall instead be subject to the Receiving Party’s applicable switched access rates; (iii) VOIP Traffic that is delivered to the Receiving Party with a CPN (or other accurate Call Record information) that is associated with the same local calling area (or the same LATA, in the case of the state of New York, so long as LATA-wide reciprocal compensation is required by the New York Public Service Commission) in which the Customer of the Receiving Party is physically located (“Type 1 VOIP Traffic”) shall be subject to the Unitary Rates set forth in Section 1 above; and (iv) VOIP Traffic that is delivered to the Receiving Party without CPN (or other accurate Call Record information) shall be subject to the provisions of Sections 1(f)-1(j). Notwithstanding anything in this Section 2, if, after the Effective Date, the FCC or Congress promulgates an effective and unstayed law, rule or regulation, or a court of competent jurisdiction issues an effective and unstayed nationally-effective order, decision, ruling, or the like regarding VOIP Traffic, the Parties will adhere to the relevant portions (i.e., those relating to the regulatory classification of or, compensation for, VOIP Traffic generally or any category of VOIP Traffic) of such legally effective and unstayed rule, regulation, order, decision, ruling or the like as soon as it becomes legally effective.

3. Points of Interconnection.

Notwithstanding any other provision in the Interconnection Agreements, any applicable tariff or SGAT, or under Applicable Law, this Section 3 shall set forth the Parties’ respective rights and obligations with respect to interconnection architecture; provided however, that if, (a) pursuant to the fourth proviso of Section 1(a) of this Amendment, the Unitary Rates are capped by a change in the tariffed interstate access terminating local switching element and (b) the FCC or Congress promulgates an effective and unstayed law, rule or regulation, or a court of competent jurisdiction issues an effective and unstayed, nationally-effective order, decision, ruling, or the like regarding network architecture in conjunction with reduced interstate access rates, (i) either Party may put on hold the construction of new interconnection facilities required by this Section 3 and (ii) the Parties shall promptly negotiate amendments reflecting and transitioning to the newly prescribed network architecture.

(a) Mutual points of interconnection (“POIs”) in each LATA in which one (or both) of the Parties originates Applicable Traffic for delivery to the other Party shall be established as set forth in this Section 3.

(i) MCI shall establish at least one mutual POI (i.e., a technically feasible point at which each Party delivers its originating traffic to the other Party) on Verizon’s network in each of the Verizon Tandem serving areas in which MCI assigns to its end user Customers its own or ported telephone numbers. In addition, in each LATA with two (2) or more Verizon Tandems, MCI shall promptly establish additional mutual POI(s) once the total volume of Applicable Traffic originated by the Parties in a Verizon Tandem serving area reaches or exceeds the level of two (2) DS1s during any

month, provided that until such time, MCI shall hand off direct non-switched trunk groups to Verizon at the nearest Verizon Tandem (in such LATA) where MCI has assigned telephone numbers (and Verizon shall provide transport between such Verizon Tandem and the terminating Verizon Tandem at no charge to MCI, provided that where MCI has as of the Effective Date existing (or adds thereafter) transport facilities to the terminating Verizon Tandem, MCI shall utilize those facilities until such time as MCI establishes the mutual POI at the relevant Verizon Tandem). If Verizon's deployment of a logical Tandem (i.e., a Tandem using voice over ATM technology) in a LATA results in an increase in the number of Tandems in that LATA, such deployment shall not result in a requirement for MCI to establish an additional mutual POI in such LATA; provided, however, in such case MCI shall nonetheless fulfill the direct routed trunk group obligations set forth above. Each POI shall be at a technically feasible point in the relevant Verizon Tandem Wire Center, unless otherwise agreed to in writing by the Parties.

(ii) In any Verizon Tandem serving area in which MCI does not assign its own or ported telephone numbers, MCI shall deliver Applicable Traffic for termination to Verizon at a technically feasible POI at the terminating Verizon Tandem or End Office Wire Center.

(iii) In any LATA in which there are fewer than two (2) Verizon Tandems, then in addition to the mutual POI at the Verizon Tandem Wire Center, additional mutual POIs shall be established at such Verizon End Office Wire Centers mutually agreed to in writing by the Parties. The LATAs in which, as of the Effective Date, Verizon has fewer than (2) Tandems, include, without limitation, the LATAs set forth in Exhibit C.

(iv) For those Verizon End Offices that subtend a third party Tandem, Verizon may elect to designate the third party Tandem as the relevant mutual POI and, if Verizon does not do so, MCI shall designate a technically feasible point on the Verizon network in the relevant Tandem serving area, as the relevant mutual POI, and shall hand off direct non-switched trunks to relevant Verizon End Offices at that mutual POI.

(b) From and after the Effective Date, in any LATA where the Parties have not yet established mutual POIs as described in Section 3(a), MCI shall not bill (and Verizon shall not have an obligation to pay) any fees, charges or the like (including, without limitation, any transport charges) with respect to such arrangements.

(c) Subject to subsections (e) and (f) directly below, neither Party may charge (and neither Party shall have an obligation to pay) any fees, charges or the like (including, without limitation, any transport charges), with respect to Applicable Traffic that either Party delivers at a mutual POI, other than the Unitary Rates for Applicable Traffic.

(d) If the Applicable Traffic destined for an End Office exceeds the CCS

busy hour equivalent of two (2) DS1s, Verizon may request, and MCI shall order, Direct End Office Trunks (“DEOTs”) to that End Office. Verizon shall provide the DEOT facilities between the mutual POI and the Verizon End Office at no additional charge to MCI. MCI shall be responsible for ordering and providing such DEOTs between the mutual POI and the MCI switch at no additional charge to Verizon. After initially establishing DEOTs pursuant to this subsection, traffic routed to this End Office will be allowed to overflow to the Tandem not to exceed the CCS busy hour equivalent of one (1) DS1.

(e) In those LATAs in which the Parties have previously established interconnection at POIs and/or are using interconnection transport and trunking architectures other than as set forth pursuant to the terms of Section 3(a), either Party may require the other Party, via written notice to the other Party, to bring such pre-existing interconnection arrangements into compliance with the terms of Section 3(a) through either of the following methods:

(i) Within a commercially reasonable time following the foregoing notice (not to exceed six (6) months after the date of such notice unless otherwise agreed in writing by the Parties), the Parties shall negotiate in good faith and implement a physical migration of the pre-existing arrangements to the terms prescribed herein; or

(ii) In lieu of requiring physical rearrangements of pre-existing facilities, or where the physical rearrangement has not been completed, within six (6) months following such notice, the Parties shall implement a billing arrangement pursuant to which MCI shall pay Verizon for the transport (and entrance facilities if provided by Verizon) between each Verizon Tandem (or other designated POIs at Verizon End Offices in LATAs with less than two (2) Verizon Tandems) and the hand off to or from MCI at the MCI switch or other location, at the applicable Verizon intrastate access rates and charges; provided, however, that so long as Verizon may be required by Applicable Law to provide interconnection transport facilities between any specific Verizon Central Offices at TELRIC-based rates and charges, Verizon shall do so (and, if not so required under Applicable Law, Verizon shall provide the transport facilities between such Central Offices at the applicable Verizon intrastate access rates and charges).

With respect to subsection (i) directly above, each Party shall bear its own costs with respect to any such migration; the Parties will coordinate any such migration, trunk group prioritization, and implementation schedule; and Verizon agrees to develop a cutover plan and to project manage the cutovers with MCI participation and agreement.

(f) MCI may apportion spare capacity on existing access entrance facilities (and/or transport where applicable) purchased by MCI between the relevant mutual POIs and/or the MCI switch as described in this section 3; however, any such apportionment shall not affect the rates or charges applied to the relevant facilities.

(g) Subject to written agreement of the Parties, MCI may designate an MCI

collocation space(s) (at a Verizon Wire Center) as an additional mutual POI(s) within a given Tandem serving area.

4. Defined Terms.

Notwithstanding anything to the contrary in the Interconnection Agreements, in any applicable tariff or SGAT, or under Applicable Law (including, without limitation, a change to Applicable Law effected after the Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words “shall” and “will” are used interchangeably, and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, and not for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(a) “Act” means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended and in effect from time to time (including, but not limited to, by the Telecommunications Act of 1996).

(b) “Applicable Law” means all effective laws and government regulations, rules, decisions and orders applicable to each Party’s rights, and performance of its obligations, under this Amendment and the Interconnection Agreements.

(c) “Applicable Traffic” consists of Reciprocal Compensation Traffic (including, without limitation, for purposes of this Amendment and no other purpose, Reciprocal Compensation Traffic originated by MCI UNE-P Customers and terminated to Verizon Customers, ISP-Bound Traffic (including, for purposes of this Amendment and for no other purpose, V/FX Traffic that is ISP-Bound Traffic), and Type 1 VOIP Traffic. Applicable Traffic does not include Reciprocal Compensation Traffic originated by Verizon Customers and terminated to MCI UNE-P Customers. Applicable Traffic also does not include Type 2 VOIP Traffic or V/FX Traffic that is not ISP-bound Traffic, each of which types of traffic is subject to applicable switched exchange access tariff charges; the Parties hereby agree that, as of the Effective Date, they are exchanging only a de minimis amount of V/FX Traffic that is not ISP-bound Traffic; the Parties further agree that, from time to time, upon written request from either Party, the Parties will review whether the amount of such V/FX Traffic that is not ISP-bound Traffic exchanged between them remains de minimis. For the purpose of calculating traffic ratios only, and not for the purpose of calculating intercarrier compensation, “Applicable Traffic” also includes Reciprocal Compensation Traffic originated by Verizon Customers and

terminated to MCI UNE-P Customers.

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

(e) “Customer” means a third party residence or business end-user subscriber to Telephone Exchange Services provided by one of the Parties.

(f) “End Office” or “End Office Switch” means a switching entity that is used to terminate Customer station loops for the purpose of interconnection to each other and to trunks.

(g) “Extended Local Calling Scope Arrangement” means an arrangement that provides a Customer a local calling scope (Extended Area Service, “EAS”), outside of the Customer’s basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. “Optional Extended Local Calling Scope Arrangement Traffic” is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer’s basic exchange serving area.

(h) “Information Access” means the provision of specialized exchange Telecommunications Services in connection with the origination, termination, transmission, switching, forwarding or routing of Telecommunications traffic to or from the facilities of a provider of information services, including an Internet service provider.

(i) “ISP-Bound Traffic” has the meaning set forth in the *Order on Remand*.

(j) “LERG” or “Local Exchange Routing Guide” means a Telcordia Technologies reference containing NPA/NXX routing and homing information.

(k) “NXX” or “NXX Code” means the three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

(l) “*Order on Remand*” is the Federal Communications Commission’s Order on Remand and Report and Order in *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (rel. Apr. 27, 2001).

(m) “Reciprocal Compensation” means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the *Order on Remand*, and other applicable FCC orders and FCC regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic.

(n) “Reciprocal Compensation Traffic” consists of Telecommunications traffic for which compensation is required by both Section 251(b)(5) of the Act and 47

C.F.R Part 51; and, for the avoidance of any doubt, the following types of traffic, among others, do not constitute Reciprocal Compensation Traffic: Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access; toll traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; Optional Extended Local Calling Scope Arrangement Traffic; special access, private line, frame relay, ATM, or any other traffic that is not switched by the Receiving Party; tandem transit traffic; or voice Information Service traffic.

(o) “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

(p) “Tandem” or “Tandem Switch” means a physical or logical switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

(q) “UNE-P” means a combination of a UNE switch port and UNE loop provided by Verizon pursuant to the requirements of 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51.

(r) “Virtual Foreign Exchange Traffic” or “V/FX Traffic” means calls placed over the public switched telephone network or VOIP Traffic, in either case in which a Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer’s station.

(s) “VOIP Traffic” means voice communications, or data communications other than ISP-Bound Traffic, that are transmitted in whole or in part over packet switching facilities using Internet Protocol or any similar packet protocol. For purposes of this Amendment only (and without affecting any other matter), VOIP Traffic shall be treated as having been generated through provision of a Telecommunications Service, and not an Information Service.

(t) “Wire Center” means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

5. Waiver of Rights; Successor Terms.

(a) Each Party irrevocably waives, with respect to the other Party, any and all rights that it may have or that it may obtain, from the beginning of time through and including June 13, 2006, under the Act (including, but not limited to, under Section 252(i) thereof), under any other Applicable Law, under the Interconnection Agreements, or otherwise (i) to adopt the terms of any other interconnection agreement, law, regulation,

order, arbitration award or the like relating to the subject matter of this Amendment; or (ii) to seek through negotiation, arbitration, or otherwise terms or provisions that would modify, replace, alter or otherwise change the terms and provisions of this Amendment prior to June 14, 2006. Further, the Parties agree that, if they establish new or replacement interconnection agreements beyond those set forth in Exhibit A to this Amendment, they shall implement the terms of this Amendment into such new or replacement interconnection agreements until such time as this Amendment is superceded in accordance with subsection (b) directly below. Neither Party hereby waives any other rights accorded to it under Applicable Law, except to the extent expressly stated in this Amendment. Nothing in this Amendment should be construed or interpreted as limiting in any way either Party's rights to pursue in any forum regulatory or legislative reform and/or changes to Applicable Law.

(b) If, by June 14, 2006, the Parties have not entered into successor terms and conditions with respect to the subject matter of this Amendment, then on and as of such date, the terms of this Amendment shall continue to be in effect until replaced by terms to which the Parties agree in writing (pursuant to a voluntary agreement or arbitration). On or after (but no earlier than) February 1, 2006, either Party may initiate, by written notice to the other Party, renegotiation of successor terms and provisions with respect to the subject matter of this Amendment. If the Parties are not able to negotiate such successor terms and provisions by June 14, 2006, either Party may initiate an arbitration under Section 252 of the Act, or another appropriate action (if applicable), in any and/or all jurisdictions, upon thirty (30) days written notice, which notice may be given at any time on or after (but not before) June 14, 2006.

6. Representations and Warranties.

(a) Each of the Verizon Parties represents and warrants that:

(i) it is a corporation validly existing and in good standing under the laws of its state of incorporation, it has all requisite corporate power and authority to execute and deliver this Amendment, and it has all requisite corporate power and authority to perform its respective obligations hereunder;

(ii) the execution, delivery and performance of this Amendment by the Verizon Party will not result in any violation or be in conflict with its charter or by-laws, or any agreement, order, judgment, decree, statute, rule or regulation applicable to the subject Verizon Party; and

(iii) this Amendment is a valid and binding agreement of the Verizon Party.

(b) Each MCI Party represents and warrants that:

(i) it is a corporation or company validly existing and in good standing under the laws of its state of incorporation, it has all requisite corporate power and authority

to execute and deliver this Amendment, and it has all requisite corporate power and authority to perform its respective obligations hereunder;

(ii) the execution, delivery and performance of this Amendment by the MCI Party will not result in any violation or be in conflict with its charter or by-laws, or any agreement, order, judgment, decree, statute, rule or regulation applicable to it; and

(iii) this Amendment is a valid and binding agreement of the MCI Party.

7. Conflicts.

This Amendment shall amend the terms and provisions of the Interconnection Agreements only to the extent necessary to give effect to the terms and provisions of this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreements, this Amendment shall govern.

8. Entire Agreement.

This Amendment contains the entire understanding between the Parties pertaining to the subject matter of the Amendment.

9. Amendments.

The Parties can amend this Amendment only by a written document signed by each of the Parties (and/or by an authorized designee (or designees) signing on behalf of one or more of the Parties).

10. Counterparts.

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

11. No Severability.

If any provision of this Amendment is held to be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate the entire Amendment (unless such construction would be unreasonable), and this Amendment shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party construed and enforced accordingly; *provided, however*, the Parties agree that, it would be unreasonable to not invalidate the entire Amendment if, among other things, one (1) or more portions of Section 1(a) were held to be invalid or unenforceable. If any provision of this Amendment is held to be invalid or unenforceable under Applicable Law, and it would be unreasonable to not invalidate the entire Amendment, the Parties shall negotiate in good

faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits and burdens imposed on each Party under this Amendment as originally executed. In the event, and only in the event, that the Parties are unable to agree on the terms of such amendment within forty five (45) days after such declaration of invalidity or unenforceability, then either Party, on written notice, may terminate its obligations contained in this Amendment in the state(s) or jurisdiction(s) in which such invalidity or unenforceability occurs only, in which event this Amendment shall thereafter be of no force and effect within such affected jurisdiction(s); in such case, effective from and after the date of receipt of the foregoing notice (without the need for any further action such as an amendment of the affected Interconnection Agreement(s)), the provisions, if any, under Applicable Law shall apply to the subject matter of this Amendment in the affected jurisdiction(s).

12. Joint Work Product.

This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

13. Captions.

The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and to become effective as of the Effective Date.

The MCI Parties

The Verizon Parties

By: _____

By: _____

Printed:

Printed:

Title:

Title:

Date:

Date:

Exhibit A

List of Interconnection Agreements By State

Exhibit A

| State | MCI Affiliate | Verizon Affiliate | EffectiveDate | Unitary Rate Amendment is: |
|-------|--|---|---------------|----------------------------|
| CA | Brooks Fiber Communications of Bakersfield Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #3 |
| CA | Brooks Fiber Communications of Fresno Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #3 |
| CA | Brooks Fiber Communications of Sacramento Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #3 |
| CA | Brooks Fiber Communications of San Jose Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #3 |
| CA | Brooks Fiber Communications of Stockton Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #3 |
| CA | Intermedia Communications Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #3 |
| CA | MCI WORLDCOM Communications Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #3 |
| CA | MCImetro Access Transmission Services LLC | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #3 |
| CT | MCImetro Access Transmission Services LLC | Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic-New York | 4/20/98 | Amendment #2 |
| CT | MCImetro Access Transmission Services LLC (as successor to Rhythms Links Inc.) | Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic-New York | 11/8/01 | Amendment #1 |
| DC | Intermedia Communications Inc. | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. | 2/19/97 | Amendment #2 |
| DC | MCI WORLDCOM Communications Inc. | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. | 9/28/99 | Amendment #1 |
| DC | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. | 11/28/01 | Amendment #1 |
| DC | MCImetro Access Transmission Services LLC | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. | 9/12/97 | Amendment #2 |
| DE | Intermedia Communications Inc. | Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. | 2/19/97 | Amendment #3 |
| DE | MCI WorldCom Communications Inc. | Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. | 7/16/96 | Amendment #3 |
| DE | MCImetro Access Transmission Services LLC | Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. | 9/12/02 | Amendment #1 |
| FL | Intermedia Communications Inc. | Verizon Florida Inc., f/k/a GTE Florida Incorporated | 6/19/97 | Amendment #2 |
| FL | MCImetro Access Transmission Services LLC | Verizon Florida Inc., f/k/a GTE Florida Incorporated | 4/29/99 | Amendment #1 |
| FL | Metropolitan Fiber Systems of Florida Inc. | Verizon Florida Inc., f/k/a GTE Florida Incorporated | 11/20/96 | Amendment #1 |
| HI | MCImetro Access Transmission Services LLC | Verizon Hawaii Inc., f/k/a GTE Hawaiian Telephone Company Incorporated | 6/25/03 | Amendment #1 |

| | | | | |
|----|---|---|----------|--------------|
| ID | MCI WORLDCOM Communications Inc. | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 6/25/03 | Amendment #2 |
| ID | MCImetro Access Transmission Services LLC | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 6/25/03 | Amendment #2 |
| IL | Intermedia Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated | 6/25/03 | Amendment #1 |
| IL | MCI WORLDCOM Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated | 6/25/03 | Amendment #1 |
| IN | Intermedia Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems | 6/3/03 | Amendment #1 |
| IN | MCI WORLDCOM Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems | 6/3/03 | Amendment #1 |
| IN | MCImetro Access Transmission Services LLC | Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems | 6/3/03 | Amendment #1 |
| MA | Brooks Fiber Communications of Massachusetts Inc. | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 5/26/00 | Amendment #1 |
| MA | Intermedia Communications Inc. | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 12/9/96 | Amendment #1 |
| MA | MCI Worldcom Communications Inc. | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 6/25/99 | Amendment #1 |
| MA | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 11/29/01 | Amendment #1 |
| MA | MCImetro Access Transmission Services LLC | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 10/30/98 | Amendment #2 |
| MD | Intermedia Communications Inc. | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | 2/19/97 | Amendment #2 |
| MD | MCI WORLDCOM Communications Inc. | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | 4/25/00 | Amendment #1 |
| MD | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | 11/28/01 | Amendment #1 |
| MD | MCImetro Access Transmission Services LLC | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | 4/24/00 | Amendment #1 |

| | | | | |
|----|---|---|----------|--------------|
| ME | MCImetro Access Transmission Services LLC and New England Fiber Communications L.L.C. | Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine | 7/17/97 | Amendment #2 |
| MI | Brooks Fiber Communications of Michigan Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 8/13/03 | Amendment #1 |
| MI | MCI WORLDCOM Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 8/13/03 | Amendment #1 |
| MI | MCImetro Access Transmission Services LLC | Verizon North Inc., f/k/a GTE North Incorporated | 8/13/03 | Amendment #1 |
| NC | Intermedia Communications Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 9/15/97 | Amendment #1 |
| NC | MCI WORLDCOM Communications Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 7/16/03 | Amendment #2 |
| NC | MCImetro Access Transmission Services LLC | Verizon South Inc., f/k/a GTE South Incorporated | 8/2/97 | Amendment #1 |
| NH | MCImetro Access Transmission Services LLC and New England Fiber Communications L.L.C. | Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire | 7/17/97 | Amendment #2 |
| NJ | Intermedia Communications Inc. | Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. | 2/19/97 | Amendment #2 |
| NJ | MCI WORLDCOM Communications Inc. | Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. | 9/28/99 | Amendment #1 |
| NJ | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. | 11/28/01 | Amendment #1 |
| NJ | MCImetro Access Transmission Services LLC | Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. | 6/26/97 | Amendment #2 |
| NV | Brooks Fiber Communications of Nevada Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 5/30/03 | Amendment #1 |
| NV | Intermedia Communications Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 5/30/03 | Amendment #1 |
| NV | MCImetro Access Transmission Services LLC | Verizon California Inc., f/k/a GTE California Incorporated | 5/30/03 | Amendment #1 |
| NY | Brooks Fiber Communications of New York Inc. | Verizon New York Inc., f/k/a New York Telephone Company | 9/21/99 | Amendment #2 |
| NY | Intermedia Communications Inc. | Verizon New York Inc., f/k/a New York Telephone Company | 11/8/96 | Amendment #3 |
| NY | MCI WORLDCOM Communications Inc. | Verizon New York Inc., f/k/a New York Telephone Company | 6/24/99 | Amendment #2 |
| NY | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon New York Inc., f/k/a New York Telephone Company | 11/19/01 | Amendment #1 |
| NY | MCImetro Access Transmission Services LLC | Verizon New York Inc., f/k/a New York Telephone Company | 10/1/97 | Amendment #4 |
| OH | Brooks Fiber Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 11/4/99 | Amendment #1 |
| OH | MCI WORLDCOM Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 6/25/03 | Amendment #1 |
| OH | MCImetro Access Transmission Services LLC | Verizon North Inc., f/k/a GTE North Incorporated | 6/25/03 | Amendment #1 |

| | | | | |
|-----|---|---|----------|--------------|
| OR | MCI WORLDCOM Communications Inc. | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 12/5/01 | Amendment #1 |
| OR | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 11/28/01 | Amendment #1 |
| OR | MCImetro Access Transmission Services LLC | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 10/8/99 | Amendment #1 |
| PAe | MCI WorldCom Communications Inc. | Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. | 9/28/99 | Amendment #1 |
| PAe | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. | 11/28/01 | Amendment #1 |
| PAe | MCImetro Access Transmission Services LLC | Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. | 9/3/97 | Amendment #3 |
| PAe | Pennsylvania Intermedia Communications Inc. | Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. | 1/14/97 | Amendment #2 |
| Paw | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon North Inc., f/k/a GTE North Incorporated | 11/28/01 | Amendment #1 |
| RI | MCImetro Access Transmission Services LLC and Brooks Fiber Communications of Rhode Island, Inc. | Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island | 5/22/97 | Amendment #2 |
| SC | Intermedia Communications Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 5/30/03 | Amendment #1 |
| SC | MCI WORLDCOM Communications Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 5/30/03 | Amendment #1 |
| SC | MCImetro Access Transmission Services LLC | Verizon South Inc., f/k/a GTE South Incorporated | 5/30/03 | Amendment #1 |
| TX | Brooks Fiber Communications of Texas, Inc., f/k/a Metro Access Networks Inc. | GTE Southwest Incorporated, d/b/a Verizon Southwest | 5/21/97 | Amendment #1 |
| TX | Intermedia Communications Inc. | GTE Southwest Incorporated, d/b/a Verizon Southwest | 3/7/98 | Amendment #1 |
| TX | MCI WorldCom Communications Inc. | GTE Southwest Incorporated, d/b/a Verizon Southwest | 1/13/00 | Amendment #1 |
| TX | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | GTE Southwest Incorporated, d/b/a Verizon Southwest | 11/1/01 | Amendment #1 |
| TX | MCImetro Access Transmission Services LLC | GTE Southwest Incorporated, d/b/a Verizon Southwest | 4/22/97 | Amendment #1 |
| VAe | Intermedia Communications Inc. | Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. | 2/19/97 | Amendment #3 |
| VAe | MCI WORLDCOM Communications of Virginia Inc. | Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. | | |
| VAe | MCImetro Access Transmission Services of Virginia Inc. | Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. | | |
| VAe | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. | 11/28/01 | Amendment #1 |

| | | | | |
|-----|---|--|----------|--------------|
| VAW | MCI WORLDCOM Communications of Virginia Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 5/12/97 | Amendment #1 |
| VAW | MCImetro Access Transmission Services of Virginia Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 9/16/98 | Amendment #1 |
| VT | MCImetro Access Transmission Services LLC | Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont | 10/18/02 | Amendment #1 |
| WA | MCI WORLDCOM Communications Inc. | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 12/31/03 | Amendment #1 |
| WA | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 11/30/01 | Amendment #1 |
| WA | MCImetro Access Transmission Services LLC | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 12/31/03 | Amendment #1 |
| WI | Intermedia Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 6/25/03 | Amendment #1 |
| WI | MCImetro Access Transmission Services LLC | Verizon North Inc., f/k/a GTE North Incorporated | 6/25/03 | Amendment #1 |
| WV | Intermedia Communications Inc. | Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. | 2/19/97 | Amendment #2 |
| WV | MCImetro Access Transmission Services LLC | Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. | 9/3/98 | Amendment #2 |

Exhibit B

Part 1: For the period beginning on the Effective Date and ending on June 13, 2004, the blended rate (before application of the rate cap) shall be determined as follows:

Beginning with the most recent monthly traffic volumes available to the Verizon Parties as of October 1, 2003 for the MCI Parties exchanging traffic pursuant to this Amendment (or, in the case of an adoption of the terms set forth in this Amendment, the monthly traffic volumes for the adopting parties), calculate total surrogate compensation payable to the MCI Parties (in the aggregate) for that month (the "Baseline Month"), using the following assumptions: (i) in the District of Columbia, Massachusetts and Virginia (former GTE), ISP-Bound Traffic is exchanged on a bill-and-keep basis; (ii) in California, Florida, Michigan, Maine, Maryland, New Hampshire, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Texas, Virginia (former Bell Atlantic) and Washington, ISP-Bound Traffic is exchanged at the interim rate of \$.0007 per MOU, as set forth in the *Order on Remand*; (iii) in all other states, ISP-Bound Traffic is exchanged at the pre-Amendment Reciprocal Compensation, Local Traffic Termination, or equivalent rates set forth in the relevant Interconnection Agreements; (iv) in all states, Reciprocal Compensation Traffic is exchanged at the pre-Amendment Reciprocal Compensation, Local Traffic Termination, or equivalent rates set forth in the relevant Interconnection Agreements; and (v) in all states (except Massachusetts), it is assumed that all traffic above a 3:1 ratio of terminating to originating traffic is ISP-Bound Traffic (in Massachusetts, such assumption applying to all traffic above a 2:1 ratio). Applying the foregoing assumptions, the blended rate before application of the rate cap (which cap is \$.00165 per MOU for this period) is determined by taking total surrogate compensation, and dividing that figure by the total MOUs billed by the MCI Parties during the Baseline Month.

Part 2: For the period beginning three (3) years from the effective date of the *Order on Remand* (that is, on June 14, 2004) and ending on June 13, 2005, the blended rate (before application of the rate cap) shall be determined as follows:

Beginning with the monthly traffic volumes for the Baseline Month for the MCI Parties exchanging traffic pursuant to this Amendment (or, in the case of an adoption of the terms set forth in this Amendment, the monthly traffic volumes for the adopting parties), calculate total surrogate compensation payable to the MCI Parties (in the aggregate) for the Baseline Month, using the following assumptions: (i) in the District of Columbia, Massachusetts and Virginia (former GTE), ISP-Bound Traffic is exchanged on a bill-and-keep basis; (ii) in all other states, ISP-Bound Traffic is exchanged at the interim rate of \$.0007 per MOU, as set forth in the *Order on Remand*; (iii) in all states, Reciprocal Compensation Traffic is exchanged at the pre-Amendment Reciprocal Compensation, Local

Traffic Termination, or equivalent rates set forth in the relevant Interconnection Agreements; and (iv) in all states (except Massachusetts), it is assumed that all traffic above a 3:1 ratio of terminating to originating traffic is ISP-Bound Traffic (in Massachusetts, such assumption applying to all traffic above a 2:1 ratio). Applying the foregoing assumptions, the blended rate before application of the rate cap (which cap is \$.0012 per MOU for this period) is determined by taking total surrogate compensation, and dividing that figure by the total MOUs billed by the MCI Parties during the Baseline Month.

Part 3: For the period beginning four (4) years from the effective date of the *Order on Remand* (that is, on June 14, 2005) and ending on June 13, 2006, the blended rate (before application of the rate cap) shall be determined as follows:

Beginning with the monthly traffic volumes for the Baseline Month for the MCI Parties exchanging traffic pursuant to this Amendment (or, in the case of an adoption of the terms set forth in this Amendment, the monthly traffic volumes for the adopting parties), calculate total surrogate compensation payable to the MCI Parties (in the aggregate) for the Baseline Month, using the following assumptions: (i) in the District of Columbia, Massachusetts and Virginia (former GTE), ISP-Bound Traffic is exchanged on a bill-and-keep basis; (ii) in all other states, ISP-Bound Traffic is exchanged at the interim rate of \$.0007 per MOU, as set forth in the *Order on Remand*; (iii) in all states, Reciprocal Compensation Traffic is exchanged at the pre-Amendment Reciprocal Compensation, Local Traffic Termination, or equivalent rates set forth in the relevant Interconnection Agreements; and (iv) in all states (except Massachusetts), it is assumed that all traffic above a 3:1 ratio of terminating to originating traffic is ISP-Bound Traffic (in Massachusetts, such assumption applying to all traffic above a 2:1 ratio). Applying the foregoing assumptions, the blended rate before application of the rate cap (which cap is \$.0007 per MOU for this period) is determined by taking total surrogate compensation, and dividing that figure by the total MOUs billed by the MCI Parties during the Baseline Month.

Exhibit C

LATAs, Among Others, In Which, As Of The Effective Date, Verizon Has Fewer Than Two (2) Tandems

LATA

**12/12/2003
Verizon
East
LATAs
with One
Tandem**

| STATE | LATA | SWITCH CLLI | SWITCH NAME |
|--------------|-------------|--------------------|------------------------------|
| MA | 126 | SPFDMAW001T | SPRINGFIELD TANDEM |
| ME | 120 | PTLDMEF003T | PORTLAND TANDEM |
| NJ | 222 | CMDNNJCE05T | CAMDEN TANDEM |
| NJ | 220 | PSVLNJPL2GT | PLEASANTVILLE TANDEM |
| NY | 134 | ALBYNYSS50T | ALBANY STATE TANDEM |
| NY | 140 | BFLONYFR50T | BUFFALO FRANKLIN ST TANDEM |
| NY | 138 | BNGHNYHY20T | BINGHAMTON TANDEM |
| NY | 133 | PGHKNYSH81T | POUGHKEEPSIES S HAMILTON TDM |
| PA | 226 | HRBGPAHA72T | HARRISBURG TANDEM |
| RI | 130 | PRVDRIWA06T | WASHINGTON STREET TANDEM |
| VA | 252 | NRFLVABS52T | NORFOLK TANDEM |

**12/12/2003
Verizon
West
LATAs
with One
Tandem**

| STATE | LATA | SWITCH CLLI | SWITCH NAME |
|--------------|-------------|--------------------|----------------------|
| CA | 722 | CRCYCAXF03T | CRESCENT CITY TANDEM |
| CA | 728 | SNGRCAXF87T | SANGER TANDEM |
| CA | 738 | MNTCCAXG82T | MANTECA TANDEM |
| CA | 740 | SNBBCAXF83T | SANTA BARBARA TANDEM |
| CA | 973 | PLSPCAXG88T | PALM SPRINGS TANDEM |
| ID | 960 | CRALIDXX03T | COEUR D ALENE TANDEM |
| IL | 360 | FRPTILXA50T | FREEPORT TANDEM |
| IL | 364 | DKLBILXA50T | DEKALB TANDEM |
| IL | 376 | JCVLILXC50T | JACKSONVILLE TANDEM |
| IL | 977 | MCMBILXD50T | MACOMB TANDEM |
| IN | 330 | JSPRINXA02T | JASPER TANDEM |
| IN | 334 | FTWYINXA35T | FORT WAYNE TANDEM |
| IN | 338 | SYMRINXA02T | SEYMOUR TANDEM |
| IN | 937 | RCMDINXB05T | RICHMOND TANDEM |
| IN | 938 | TRRHINXA04T | TERRE HAUTE TANDEM |

| | | | |
|----|-----|------------------|-----------------------|
| MI | 340 | ADRN MIXG45T | ADRIAN TANDEM |
| NC | 420 | SYLVNCXA02T | SYLVA TANDEM |
| NC | 426 | DRHMNCXM01T | DURHAM TANDEM |
| NV | 720 | GRDVNVXA26T | GARDNERVILLE TANDEM |
| OH | 320 | OBRLOHXA01T | OBERLIN TANDEM |
| OR | 670 | CSBYORXX03T COOS | BAY TANDEM |
| PA | 230 | JHTWPAXJ7H | JOHNSTOWN TANDEM |
| SC | 432 | MYBHSCAF1 GT | MYRTLE BEACH TANDEM |
| TX | 564 | PTLVTXXA02T | PORT LAVACA TANDEM |
| TX | 566 | FRBGTXXA02T | FREDERICKSBURG TANDEM |
| TX | 570 | BRYNTXXA02T | BRYAN TANDEM |
| VA | 252 | GRBRVAXAOH | GREAT BRIDGE TANDEM |
| VA | 927 | HRBGVAXA03T | HARRISONBURG TANDEM |
| WI | 354 | DGVLWIXA3H | DODGEVILLE TANDEM |
| WI | 356 | PLMOWIXA31T | PLYMOUTH TANDEM |
| WI | 350 | WAUSWIXA5H | WAUSAU TANDEM |

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

PENNSYLVANIA INTERMEDIA COMMUNICATIONS, INC.

This Amendment No. 1 is made this 11 th day of December, 1997, by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, 32nd Floor, Philadelphia, Pennsylvania 19 103, and Pennsylvania Intermedia Communications, Inc. ("ICI"), a Pennsylvania corporation with offices at 319 Market Street, Harrisburg, Pennsylvania, 17101. (BA and ICI may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, BA and ICI are parties to an Interconnection Agreement under Sections 2.51 and 252 of the Telecommunications Act of 1996 dated February 11, 1997, (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to reflect (i) the Opinions and Orders of the Pennsylvania Public Utility Commission, entered May 27, 1997 and August 7, 1997, and (ii) current BA interconnection practices.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the Parties agree to amend the Agreement as follows:

1. Section 12.0 of the Agreement is hereby deleted and the following is inserted in its place:

12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at the retail rates set forth in its Tariffs to the other Party in accordance with Section 251(b)(1) of the Act. In addition, BA and ICI shall each allow the resale by the other of all Telecommunications Services that are offered primarily or entirely to other Telecommunications Carriers (e.g., Switched and special Exchange Access Services) at the rates already applicable to such services. BA shall also allow the resale by ICI of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties.

12.2 Availability of Wholesale Rates for Resale

BA shall make available to ICI for resale all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in BA's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s), including, without limitation, user or user group restrictions, as the case may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale. For purposes of this Agreement, BA's Frame Relay Service, offered pursuant to BA tariff, shall be considered a retail telecommunications service available at the applicable wholesale rate, to the extent ICI resells such service to retail end user customers using such service to complete local exchange Frame Relay Service traffic. BA shall, to the extent feasible and economically reasonable, in accordance with Schedule 12.3, offer automated interfaces for pre-ordering, ordering, provisioning, maintenance and repair, and billing. The Parties may also agree to negotiate term and/or volume discounts for resold services.

12.3 Availability of Support Services and Branding for Resale

BA shall make available to ICI the various support services for resale described in Schedule 12.3 hereto in accordance with the terms set forth therein. Upon request by BA, ICI shall negotiate in good faith and

upon agreement enter into a contract with BA, pursuant to which BA may obtain access to ICI's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems. To the extent required by Applicable Law, upon request by ICI and at prices, terms and conditions to be negotiated by ICI and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by ICI's trade name, or that are not identified by trade name, trademark or service mark.

2. Insert a new Schedule 12.3, which is hereby made a part of the Agreement, in form as attached hereto.
3. Section 27.2 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

27.2 Performance Reporting

27.2.1 BA shall supply to ICI quarterly performance reports on BA's performance in the Commonwealth of Pennsylvania. The reports shall contain the information described in, and be substantially in the format of, the documents attached hereto as Schedules 27.2A through 27.2D. The content of the reports, and the definitions of the rows and columns in the reports are set forth in Schedule 27.2E. The coverage of each report is set forth in its title, with the additional explanations set forth in Schedule 27.2.

27.2.2 Notwithstanding subsection 27.2.1 above and in lieu of the quarterly performance reports set forth in Schedules 27.2A through 27.2D, at such time as BA makes available the Performance Monitoring Reports set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997 (the "FCC Merger Order"), to other Telecommunications Carriers purchasing Interconnection from BA, BA shall provide ICI with the Performance Monitoring Reports applicable to ICI in accordance with the requirements of said FCC Merger Order.

27.2.3 ICI agrees that the performance information included in these reports is confidential and proprietary to BA, and shall be used by ICI solely for internal performance assessment purposes, for purposes of joint ICI and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of

enforcing BA's obligations hereunder. ICI shall not otherwise disclose this information to third parties.


4. . Delete Exhibit A of the Agreement and substitute the revised Exhibit A attached hereto.
5. Except for the foregoing, the terms and provisions contained in the Agreement shall remain in full force and effect.

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


[Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

Bell Atlantic - Pennsylvania, Inc.

By: 
Title: PRESIDENT-TIS

Pennsylvania Intermedia Communications, Inc.

By: 
Title: SENIOR VICE PRESIDENT - STRATEGIC PLANNING

SCHEDULE 12.3

SUPPORT SERVICES FOR RESALE

1. BA OSS SERVICES

1.1 Definitions

As used in the Schedule 12.3, the following terms shall have the meanings stated below:

1.1.1 “BA Operations Support Systems” means BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “BA OSS Services” means access to BA Operations Support Systems functions. The term “BA OSS Services” includes, but is not limited to: (a) BA’s provision of ICI Usage Information to ICI pursuant to Section 1.3 below; and, (b) “BA OSS Information”, as defined in Section 1.1.4 below.

1.1.3 “BA OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by BA to provide BA OSS Services to ICI.

1.1.4 “BA OSS Information” means any information accessed by, or disclosed or provided to, ICI through or as a part of BA OSS Services. The term “BA OSS Information” includes, but is not limited to: (a) any Customer Information related to a BA Customer or a ICI Customer accessed by, or disclosed or provided to, ICI through or as a part of BA OSS Services; and, (b) any ICI Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, ICI. This Section 1.1.4 is not intended to limit any rights of ICI under Section 29.4.1 of the Agreement with regard to customer specific information furnished by ICI to BA.

1.1.5 “BA Retail Telecommunications Service” means any Telecommunications Service that Bell Atlantic provides at retail to subscribers that are not Telecommunications Carriers. The term “BA Retail Telecommunications Service” does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C. §153(16)) provided by BA.

1.1.6 “ICI Usage Information” means the usage information for a BA Retail Telecommunications Service purchased by ICI under this Agreement that BA would record if BA was furnishing such BA Retail Telecommunications Service to a BA end-user retail Customer.

1.1.7 "Customer Information" means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 BA OSS Services

1.2.1 Upon request by ICI, BA shall provide to ICI, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. §251(c)(3), BA OSS Services.

1.2.2 Subject to the requirements of Applicable Law, BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services that will be offered by BA, shall be as determined by BA. Subject to the requirements of Applicable Law, BA shall have the right to change BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services, from time-to-time, without the consent of ICI. Except as otherwise provided by in this Agreement or Applicable Laws, BA will give CLEC notice in writing or electronically (which may be giving CLEC access to a database or an Internet site that contains applicable information, or by other electronic means) of material modification of the operation of the BA OSS Services. furnished under this agreement at least sixty (60) days prior to the time the material modification becomes effective.

1.3 ICI Usage Information

1.3.1 Upon request by ICI, BA shall provide to ICI, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), ICI Usage Information.

1.3.2 ICI Usage Information will be available to ICI through the following:

(a) Daily Usage File on Data Tape.

(b) Daily Usage File through Network Data Mover ("NDM").

(c) Daily Usage File through Centralized Message Distribution System ("CMDS").

1.3.3.1 ICI Usage Information will be provided in a Bellcore Exchange Message Records ("EMR") format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a), above, will be issued each day, Monday through Friday, except holidays observed by BA.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law (including, but not limited, to any duties of non-discrimination imposed by Applicable

Law), the manner in which, and the frequency with which, ICI Usage Information will be provided to ICI shall be as determined by BA.

1.4 Access to and Use of BA OSS Facilities

1.4.1 BA OSS Facilities may be accessed and used by ICI only to the extent necessary for ICI's access to and use of BA OSS Services pursuant to the Agreement.

1.4.2 Unless otherwise agreed to by the parties in writing, BA OSS Facilities may be accessed and used by ICI only to provide Telecommunications Services to ICI Customers.

1.4.3 ICI shall restrict access to and use of BA OSS Facilities to ICI. This Schedule 12.3 does not grant to ICI any right or license to grant sublicenses to other persons, or permission to other persons (except ICI's employees, agents and contractors, in accordance with Section 1.4.7 below), to access or use BA OSS Facilities.

1.4.4 ICI shall not (a) alter, modify or damage the BA OSS Facilities (including, but not limited to, BA software), (b) copy, remove, derive, reverse engineer, or decompile, software from the BA OSS Facilities, or (c) obtain access through BA OSS Facilities to BA databases, facilities, equipment, software, or systems, which are not offered for ICI's use under this Agreement.

1.4.5 ICI shall comply with all practices and procedures established by BA for access to and use of BA OSS Facilities (including, but not limited to, BA practices and procedures with regard to security and use of access and user identification codes),

1.4.6 All practices and procedures for access to and use of BA OSS Facilities, and all access and user identification codes for BA OSS Facilities: (a) shall remain the property of BA; (b) shall be used by ICI only in connection with ICI's use of BA OSS Facilities permitted by this Agreement; (c) shall be treated by ICI as Confidential Information of BA pursuant to subsection 29.4 of the Agreement; and, (d) shall be destroyed or returned by ICI to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.4.7 ICI's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for ICI's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by ICI's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 29.4 thereof and Sections 1.4.6 and 1.5.3.3 of this Schedule 12.3.

I.5 BA OSS Information

1.5.1 Subject to the provisions of this Schedule 12.3 and Applicable Law, BA grants to ICI a non-exclusive license to use BA OSS Information.

1.5.2 Subject to the provisions of Section 29.4.1 of this Agreement with regard to customer specific information furnished by ICI to BA, all BA OSS Information shall at all times remain the property of BA. Except as expressly stated in this Schedule 12.3, ICI shall acquire no rights in or to any BA OSS Information.

1.5.3.1 The provisions of this Section 1.5.3 shall apply to all BA OSS Information, except (a) ICI Usage Information, (b) CPNI of ICI, and (c) CPNI of a BA Customer or a ICI Customer, to the extent the Customer has authorized ICI to use the Customer Information.

1.5.3.2 Unless otherwise expressly agreed to by the Parties in writing, BA OSS Information may be accessed and used by ICI only to provide Telecommunications Services to ICI Customers.

1.5.3.3 ICI shall treat BA OSS Information that is designated by BA, through written or electronic notice (including, but not limited to, through the BA OSS Services), as "Confidential" or "Proprietary" as Confidential Information of BA pursuant to subsection 29.4 of the Agreement.

1.5.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to ICI any right or license to grant sublicenses to other persons, or permission to other persons (except ICI's employees, agents or contractors, in accordance with Section 1.5.3.5 below) to access, use or disclose BA OSS Information.

1.5.3.5 ICI's employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for ICI's access to, and use and disclosure of, BA OSS Information permitted by this Schedule 12.3. Any access to, or use or disclosure of, BA OSS Information by ICI's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 29.4 of the Agreement and Section 1.5.3.3, above.

1.5.3.6 ICI's license to use BA OSS Information shall expire upon the earliest of: (a) the time when the BA OSS Information is no longer needed by ICI to provide Telecommunications Services to ICI Customers; (b) termination of the license in accordance with this Schedule 12.3; or (c) expiration or termination of the Agreement.

1.5.3.7 All BA OSS Information received by ICI shall be destroyed or returned by ICI to BA, upon expiration, suspension or termination of the license to use such BA OSS Information.

1.5.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, Section 22.3 of the Agreement and Section

1.6.1, below), ICI's access to BA OSS Information through BA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.5.5.1 Without in any way limiting Section 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit ICI to ascertain whether ICI is complying with the requirements of Applicable Law and this Agreement with regard to ICI's access to, and use and disclosure of, BA OSS Information. BA may conduct such audit no more frequently than two (2) times per year, provided that an audit may be conducted more frequently if the immediately prior audit determined that ICI was not complying with the requirements of Applicable Laws or this Agreement with regard to ICI access to or use or disclosure of, Bell Atlantic OSS Information, or if BA has probable cause to believe that ICI is not complying with the requirements of Applicable Laws or this Agreement with regard to ICI access to or use or disclosure of, Bell Atlantic OSS Information.

1.5.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor ICI's access to and use of BA OSS Information which is made available by BA to ICI pursuant to this Agreement, to ascertain whether ICI is complying with the requirements of Applicable Law and this Agreement, with regard to ICI's access to, and use and disclosure of, such BA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor ICI's access to and use of BA OSS Information which is made available by BA to ICI through BA OSS Facilities.

1.5.5.3 In conducting audits pursuant to Section 1.5.5.1 and monitoring pursuant to Section 1.5.5.2, BA shall not use personnel who are engaged in marketing Telecommunications Services to non-carrier retail end user customers. Except as otherwise required by Applicable Law or requested or directed by the Commission, the FCC, a court, or other governmental body or government official (acting as a government official), BA will furnish ICI with a written summary of the results of an audit conducted by BA under Section 1.5.5.1. Information obtained by BA pursuant to this Section 1.5.5 shall be treated by BA as Confidential Information of ICI pursuant to Section 29.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.5.5 to enforce BA's rights under this Agreement or Applicable Law. Except as otherwise required by Applicable Law or requested or directed by the Commission, the FCC, a court, or other governmental body or government official (acting as a government official), BA shall, at least five (5) business days before BA discloses information obtained by BA pursuant to this Section 1.5.5 to enforce BA's rights under this Agreement or Applicable Law, notify ICI in writing of the proposed disclosure. The foregoing notice obligation shall not apply with regard to information that under Section 29.4.3 is not subject to an obligation of confidentiality.

1.5.6 ICI acknowledges that the BA OSS Information, by its nature, is updated and corrected on a continuous basis by BA, and therefore that BA OSS Information is subject to change from time to time.

1.6 Liabilities and Remedies

1.6.1 Any breach by ICI, or ICI's employees, agents or contractors, of the provisions of Sections 1.4 or 1.5, above, shall be deemed a material breach of the Agreement. In addition, if ICI or an employee, agent or contractor of ICI at any time breaches a provision of Sections 1.4 or 1.5, above, and such breach continues for more than fifteen (15) days after written notice thereof from BA, then, except as otherwise required by Applicable Law, BA shall have the right, upon notice to ICI, to suspend the license to use BA OSS Information granted by Section 1.5.1, above, and/or the provision of BA OSS Services, in whole or in part.

1.6.2 ICI agrees that BA would be irreparably injured by a breach of Sections 1.4 or 1.5, above, by ICI or the employees, agents or contractors of ICI, and that BA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.6.3 BA agrees that ICI would be irreparably injured by a breach of Section 1.5.5.3 or Section 1.6.1, above, by BA or the employees, agents or contractors of BA, and that ICI shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.7 Relation to Applicable Law

The provisions of Sections 1.4, 1.5, and 1.6, above, shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by BA of any right with regard to protection of the confidentiality of the information of BA or BA Customers provided by Applicable Law.

1.8 Cooperation

ICI, at ICI's expense, shall reasonably cooperate with BA in using BA OSS Services. Such cooperation shall include, but not be limited to, the following:

1.8.1 Upon request by BA, ICI shall by no later than the fifteenth (15th) day of each calendar quarter submit to BA reasonable, good faith estimates (by central office or other BA office or geographic area designated by BA) of the volume of each BA Retail

Telecommunications Service for which ICI anticipates submitting orders in each week of the next calendar month.

1.8.2 Upon request by BA, ICI shall submit to BA reasonable, good faith estimates of other types of transactions or use of BA OSS Services that ICI anticipates.

1.8.3 ICI shall reasonably cooperate with BA in submitting orders for BA Retail Telecommunications Services and otherwise using the BA OSS Services, in order to avoid exceeding the capacity or capabilities of such BA OSS Services.

1.8.4 ICI shall participate in cooperative testing of BA OSS Services and shall provide assistance to BA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in BA OSS Services.

1.9 BA Access to Information Related to ICI Customers

1.9 BA shall have the right to access, use and disclose information related to ICI Customers that is in BA's possession (including, but not limited to, in BA OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the ICI Customer in the manner required by Applicable Law including but not limited to 47 U.S.C. § 222.

2. BELL ATLANTIC PRE-OSS SERVICES

2.1 As used in this Schedule 12.3, "BA Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a BA OSS Service and which BA offers to provide to ICI prior to, or in lieu of, BA's provision of the BA OSS Service to ICI. The term "BA Pre-OSS Service" includes, but is not limited to, the activity of placing orders for BA Retail Telecommunications Services through a telephone facsimile communication.

2.2 Subject to the requirements of Applicable Law, the BA Pre-OSS Services that will be offered by BA shall be as determined by BA and BA shall have the right to change BA Pre-OSS Services, from time-to-time, without the consent of ICI. Except as otherwise provided by in this Agreement or Applicable Laws, BA will give CLEC notice in writing or electronically (which may be giving CLEC access to a database or an Internet site that contains applicable information, or by other electronic means) of material modification of the operation of the BA OSS Services furnished under this agreement at least sixty(60) days prior to the time the material modification becomes effective.

2.3 Subject to the requirements of Applicable Law, the prices for BA Pre-OSS Services shall be as determined by BA and shall be subject to change by BA from time-to-time.

2.4 The provisions of Sections 1.4 through 1.9, above, shall also apply to BA Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.4 through 1.9,

above, to BA OSS Services shall be deemed to include BA Pre-OSS Services; and, (b) references in Sections 1.4 through 1.9, above, to BA OSS Information shall be deemed to include information made available to ICI through BA Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in BA's Tariffs or, in the absence of an applicable BA Tariff price, in Exhibit A or, if not set forth in either, as may be determined by BA from time to time. If BA at any time offers another resale support service the prices for which are not stated in BA's Tariffs or Exhibit A, BA shall have the right to revise Exhibit A to add such prices.

BELL ATLANTIC - PENNSYLVANIA, INC. AND ICI

DETAILED SCHEDULE OF ITEMIZED CHARGES**A. BA SERVICES, FACILITIES, AND ARRANGEMENTS: ¹**

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> | <u>Non-Recurring Charge:</u> |
|---|---------------------------|------------------------------|
| I. Local Call Termination² | | |
| Traffic Delivered at BA End Office | \$.001864/MOU | Not Applicable |
| Traffic Delivered at BA Tandem or Local Serving Wire Center | \$.002902/MOU | Not Applicable |

¹ Unless a citation is provided to a generally applicable BA tariff, all listed rates and services available only to ICI when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. BA rates and services for use by ICI in the carriage of Toll Traffic shall be subject to BA's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by BA.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved or allowed into effect by the Commission, the Parties shall amend Exhibit A to reflect the new approved rates.

² See note 6 regarding measurement and calculation of local traffic termination charges.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

II. Unbundled Transport

A. Dedicated Transport

Voice Grade/DS-0

\$10.37/Month &
\$.03/Mile/Month

Voice GradeIDS-0,
DS-1, DS-3 & DDS:

DS-1

\$37.66/Month &
\$.66/Mile/Month

\$1.05/Service Order,

\$353.70/Initial

Facility &

\$24.00/Additional

DS-3

\$526.72/Month &
\$18.66/Mile/Month

Facility (if purchased

when initial facility

ordered)

DDS

\$10.74/Month &
\$.04/Mile /Month

B. Common Transport

Tandem Switching

\$.000836/MOU

Not Applicable

Transport Fixed

\$.000152/MOU

Not Applicable

Transport Per Mile

\$.000004/MOU

Not Applicable

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

II. Unbundled Transport (Continued)

C. Entrance Facilities

All:

\$1 .05/Service Order plus installation charges for each initial and additional facility purchased at the time of order:

| | | |
|--|-----------------|---|
| 2Wire Voice Grade Channel Termination | \$16.78/Month | \$497.06/Initial & \$289.47/Additional |
| 4 Wire Voice Grade Channel Termination | \$33.76/Month | \$498.73/Initial & \$290.02/Additional |
| DS-1 to Voice Grade Multiplexing | \$77.83/Month | \$548.06/Initial & \$548.06/Additional |
| DS-1 Channel Termination | \$180.59/Month | \$668.37/Initial & \$33 1.87/Additional |
| DS-3 to DS-1 Multiplexing | \$257.61/Month | \$548.06/Initial & \$548.06/Additional |
| DS-3 Channel Termination | \$1059.65/Month | \$668.37/Initial & \$33 1.87/Additional |

D. Digital Cross-Connect System

| | | |
|---------------------------------|---------------------|---------------------------------------|
| Service Establishment | Not Applicable | \$1890.82 |
| Database Modification | Not Applicable | \$148.68/Modification Request |
| Reconfiguration by BA personnel | Not Applicable | \$3 1.98 Programming Charge/Half Hour |
| DS-0 Cross-Connect | \$20.54/Port/Month | \$26.17/Port |
| DS-1 Cross-Connect | \$7 1.92/Port/Month | \$32.71/Port |

Service or Element Description:

Recurring Charges: Non-Recurring Charge:

II. Unbundled Transport (Continued)

E. Mid-span meet arrangements

To be charged in accordance with the requirements of Section 4.3 of the Agreement

III. Unbundled Switching³

A. Local Switching Ports

POTS/PBX/Centrex

\$2.67/Port/Month \$1 .05/Service Order
Per Port:
\$2.97/Installation
\$1.32/Disconnect

ISDN (BRI)

\$10.28/Port/Month \$1 .05/Service Order
Per Port:
\$2.97/Installation
\$1.32/Disconnect

ISDN (PRI)

\$135.13/Port/Month \$1 .05/Service Order
Per Port:
\$113.36/Installation
\$1.32/Disconnect

Public/Semi-Public

\$3.52/Port/Month \$1 .05/Service Order
Per Port:
\$2.97/Installation
\$1.32/Disconnect

DID

\$5.98/Port/Month \$1.05/ Service Order
Per Port:
\$692.07/Installation
\$1.32/Disconnect

B. Tandem Switching Usage

\$.0008360/MOU Not Applicable

C. Local Switching Usage

Originating With Vertical Features

\$.011067/MOU Not Applicable

Terminating With Vertical Features

\$.006143/MOU Not Applicable

³ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, BA may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description:

Recurring Charges: Non-Recurring Charge:

IV. Unbundled Loops

POTS (Analog 2-Wire)

Density Cell:
1 - \$11.52/Month
2 - \$12.71/Month
3 - \$16.12/Month
4 - \$23.11/Month

Service Order: \$1.05
Installation:
If premises visit not required - \$2.97 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$66.85, initial loop; \$22.59, additional loop

Disconnect:
\$1.32 per loop

ISDN

Density Cell:
1 - \$13.16/Month
2 - \$14.35/Month
3 - \$17.75/Month
4 - \$24.74/Month

Service Order: \$1.05
Installation:
If premises visit not required - \$12.91 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$76.78, initial loop; \$32.52, additional loop

Disconnect:
\$1.32 per loop

Service or Element Description:

Recurring Charges: Non-Recurring Charge:

IV. Unbundled Loops (Continued)

Customer Specified Signaling - 2 Wire

Density Cell:

- 1 - \$11.52/Month
- 2 - \$12.71/Month
- 3 - \$16.12/Month
- 4 - \$23.1 1/Month

Service Order: \$1.05

Installation:

If premises visit not required - \$2.97 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$66.85, initial loop; \$22.59, additional loop

Disconnect:

\$1.32 per loop

Coordinated Cutover:

If premises visit not required - \$3.24 per order

If premises visit required - \$12.10 per order

Designed Circuit:

\$40.93 per order

Service or Element Description:

Recurring Charges: Non-Recurring Charge:

IV. Unbundled Loops (Continued)

Customer Specified Signaling - 4 Wire

Density Cell:

- 1 - \$22.40/Month
- 2 - \$26.36/Month
- 3 - \$33.03/Month
- 4 - \$45.47/Month

Service Order: \$1.05

Installation:

If premises visit not required - \$2.97 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$66.85, initial loop; \$22.59, additional loop

Disconnect:

\$1.32 per loop

Coordinated Cutover:

If premises visit not required - \$3.24 per order

If premises visit required - \$12.10 per order

Designed Circuit:

\$40.93 per order

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

IV. Unbundled Loops (Continued)
DS1

Density Cell:

- 1 - \$132.51/Month
- 2 - \$139.37/Month
- 3 - \$168.59/Month
- 4 - \$252.46/Month

Service Order: \$1.05

Installation:

If premises visit not required - \$2.97 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$66.85, initial loop; \$22.59, additional loop

Disconnect:

\$1.32 per loop

Coordinated Cutover:

If premises visit not required - \$3.24 per order

If premises visit required - \$12.10 per order

Designed Circuit:

\$40.93 per order

2 Wire ADSL Loops

TBD

TBD

2 Wire & 4 Wire HDSL Loops

TBD

TBD

V. Collocation Cross-Connection

A. Voice Grade Loop

Physical DSO CO side to equipment

\$41/Month

Not Applicable

Virtual DSO with RFT CO side MDF to equipment

\$1.20/Month

Not Applicable

Virtual DS1 with EDSX (1DS1 + 24 DS0's with IDLC)

\$60.2 1/Month

Both:

\$1 .05/Service Order
\$544.36/Initial

Virtual DSI with CFA (24DS0s with IDLA)

\$44.08/Month

Installation &
\$2 10.46/Additional Installations

Service or Element Description:

Recurring Charges: Non-Recurring Charge:

V. Collocation Cross-Connection (Continued)

B. Other

| | | |
|--------------|---------------|---|
| Physical DS3 | \$84.27/Month | <u>All:</u> \$1.05/Service Order \$481.36/Initial Installation & \$194.71/Additional Installations |
| Physical DS1 | \$15.72/Month | |
| Virtual DS3 | \$88.81/Month | |
| Virtual DS1 | \$16.12/Month | |

VI. IntraLATA/Local Frame Relay

Frame Relay NNIs

| | | |
|-----------------|-----|-----|
| 56 kps | TBD | TBD |
| 64 kps | TBD | TBD |
| 1.536 mbps | TBD | TBD |
| PVC/CIR Charges | | |
| 8 kbps | TBD | TBD |
| 16 kbps | TBD | TBD |
| 28 kbps | TBD | TBD |
| 56/64 kbps | TBD | TBD |

VII. Time and Materials

| | | |
|--|--------------------------------------|---|
| Special Construction | As applicable per BA-PA PUC 1 sec. 9 | |
| Service Technician (service work on unbundled loops outside of the Central Office) | Not Applicable | \$1.05/Service Order \$26.24/Premises Visit \$12.10 Labor Charge/ Quarter Hour After First Quarter Hour |
| Central Office Technician | Not Applicable | \$1.05/Service Order \$10.42 Labor Charge/ Quarter Hour or Fraction Thereof |

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:****VIII. Signaling and Databases****A. STP Port**

Termination

\$640.02/Month

\$94.1 5/Port

Access

\$.47/Mile/Month

\$1 .05/Service Order
\$274.06/Initial
Facility &
\$24.0 1 /Additional
Facility**B. 8001888 Database**

Basic Query

\$.000835/Query

Not Applicable

Vertical Query

\$.000343/Query

Not Applicable

C. LIDB Validation

LIDB Point Codes

Not Applicable

\$85.84/Point Code

Calling Card

\$.015542/Query

Not Applicable

Billed Number Screening

\$.015542/Query

Not Applicable

Storage of ICI's Data in LIDB Database

Not Applicable

\$1,469.92 Service
Establishment**D. AIN Service Creation (ASC) Service****1. Developmental Charges**

Service Establishment

Not Applicable

\$884.08

Service Creation Access Port

\$123.86/Port/Month

Not Applicable

Service Creation Usage

a. Remote Access

\$1,328.47/Day

Not Applicable

b. On-Premise

\$1,328.47/Day

Not Applicable

Certification & Testing

\$76.99/Hour

Not Applicable

Help Desk Support

\$81.48/Hour

Not Applicable

2. Service Charges

Subscription Charge

\$5.44/Month

Not Applicable

Database Queries

a. Network Query

\$.0007/Query

Not Applicable

b. ICI Network Query

\$.0007/Query

Not Applicable

c. ICI Switch Query

\$.0007/Query

Not Applicable

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

2. Service Charges (Continued)

| | | |
|-----------------------------------|---------------------|-------------------------------|
| Trigger Charge | | |
| a. Line Based | \$.0010/Query | Not Applicable |
| b. Office Based | \$.0010/Query | Not Applicable |
| Utilization Element | \$.0003/Query | Not Applicable |
| Service Activation Charge | | |
| a. Network Service Activation | Not Applicable | \$8.37/Service Activated/Line |
| b. ICI Network Service Activation | Not Applicable | \$8.37/Service Activated/Line |
| c. ICI Switch Service Activation | Not Applicable | \$8.37/Service Activated/Line |
| Service Modification | | |
| DTMF Update | \$.1080/Occurrence | Not Applicable |
| Switch Based Announcement | \$.005/Announcement | Not Applicable |

IX. Directory Listings & Books

| | | |
|--|----------------|----------------|
| Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to BA-PA end user business customers for which no specific charge applies. | Not Applicable | Not Applicable |
|--|----------------|----------------|

| | |
|--|---|
| Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.) | Retail rates less wholesale discount. For retail rates see BA-PA tariff No. 1 sec. 5.B. |
|--|---|

| | |
|--|---|
| Books & delivery (annual home area directories only) | No charge for normal numbers of books delivered to end users; bulk deliveries to ICI per separate arrangement |
|--|---|

Service or Element Description:**Recurring Charges:****Non-Recurring
Charges:****X. Operator Services/Directory Assistance**

| | | |
|---|---|--|
| Direct Access | \$.0342/Query | \$32,135.28/Link & \$15,206.81 Service Establishment |
| Directory Assistance | \$.3664/Call | Not Applicable |
| Directory Transport | | |
| Tandem Switching | \$.000730/Call | Not Applicable |
| Tandem Switched Transport | \$.000132/Call & \$.000003/Mile/Call | Not Applicable |
| Operator Services - Live | \$.01280/Operator Work Second | Not Applicable |
| Operator Services - Automated | \$.00158/Automated Work Second | Not Applicable |
| Branding for Directory Assistance and/or Operator Services | Not Applicable | \$1,358.62/Message |
| Carrier-to-Carrier LSV/VCI Requests | \$.01280/Operator Work Second | Not Applicable |

IntraLATA/Local Frame Relay

Frame Relay NNIs

| | | |
|------------|-----|-----|
| 56 kbps | TBD | TBD |
| 64 kbps | TBD | TBD |
| 1.536 mbps | TBD | TBD |

PVC/CIR Charges

| | | |
|------------|-----|-----|
| 8k bps | TBD | TBD |
| 16k bps | TBD | TBD |
| 28 kbps | TBD | TBD |
| 56/64 kbps | TBD | TBD |

XI. Access to Operation Support Systems

| | | |
|------------------------------------|-----------------------|----------------|
| A. Pre-Ordering | \$.22/Query | Not Applicable |
| B. Ordering | \$3.34/Transaction | Not Applicable |
| C. Provisioning | Included in Ordering | Not Applicable |
| D. Maintenance & Repair | | |
| 1. ECG Access | \$.22/Query | Not Applicable |
| 2. EB/OSI Access | \$1.16/Trouble Ticket | Not Applicable |
| E. Billing | | |

Service or Element Description:

Recurring- Charges u r r i n g
Charge:

1. CD-ROM

\$246.59/CD-ROM Not Applicable

2. Daily Usage File

a. Existing Message Recording

\$.000258/Message Not Applicable

b. Delivery of DUF

Data Tape

\$17.18/Tape \$61.39/Programming
Hour

Network Data Mover

\$.000094/Message Not Applicable

CMDS

\$.000094/Message \$61.39/Programming
Hour

Service or Element Description:

Recurring Charges: Non-Recurring Charge:

2. Daily Usage File (Continued)

c. DUF Transport

| | | |
|------------------------------------|----------------|-------------------------------|
| 9.6 kb Communications Port | \$10.24/Month | \$7,437.36/Port |
| 56 kb Communications Port | \$28.29/Month | \$30,778.91/Port |
| 256 kb Communications Port | \$28.29/Month | \$51,236.88/Port |
| T1 Communications Port | \$359.31/Month | \$182,827.99/Port |
| Line Installation | Not Applicable | \$61.39/Programming Hour/Port |
| Port Set-up | Not Applicable | \$9.85/Port |
| Network Control Programming Coding | Not Applicable | \$61.39/Programming Hour/Port |

XII. Exchange Access Service

Interstate
Intrastate

Per BA-FCC tariff number 1
Per BA-PA tariff number 302

XIII. Number Portability

Interim (using RCF)

\$1.50/Month/Ported Number \$5.00/Service Order
\$4.00/Installation/No. at same location

Permanent

Per permanent funding mechanism when established.

Access pass-through to number portability purchaser

In accordance with Section 14.5 of Agreement

XIV. 911/E911

Transport

Per section II above.

Data Entry and Maintenance

No Charge

XV. Poles Conduits & ROW

Per contract rates pursuant to 47 U.S.C. sec. 224

Illustrative:

Duct: \$5.45/Foot/Year

Pole: \$3.98/Attachment/Year

XVI. Network Interface Device (NID)

\$.68/Month

Not Applicable

Service or Element Description:

**Recurring Charge u r r i n g
Charge:**

XVII. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)

No Charge

XVIII. Local Dialing Parity

No Charge

XIX. Customized Routing

To Reseller Platform

\$. 142360/Line/Month \$3.84/Line

To BA Platform for Re-Branding

\$.08330/Call \$3.84/Line

Customized Routing Transport

Per section II above.

Service or Element Description:

Recurring Charges: Non-Recurring Charge:

XX. Wholesale Discount for Resale of Retail Telecommunications Services⁴

| | |
|--|--|
| Resale of retail services if ICI provides own operator services platform | 20.69% |
| Resale of retail services if ICI uses Bell Atlantic operator services platform | 18.43% |
| Pennsylvania Gross Receipts Tax Discount | Discount as per BA-PA PUC 1 sec. 1.8.1 tariff. |

⁴ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

Pending establishment of mechanized billing procedures adapted to resale, BA will apply the wholesale discount for resale as a "bottom-of-the-bill" discount rate and will utilize a "true-up" process to correct possible inadvertent application of the wholesale discount to the exclusions identified herein and to reflect other adjustments as the Companies agree.

B. ICI SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:

Recurring Charges: Non-Recurring Charge:

I. Local Call Termination⁵

| | | |
|--|----------------|----------------|
| Traffic Delivered at End Office | \$.001864/MOU | Not Applicable |
| Traffic Delivered at Tandem or Local Serving Wire Center | \$.002902/MOU | Not Applicable |

II. Number Portability

| | | |
|---|---|---|
| Interim | \$1 .50/Month/Ported Number | \$5 .00/Service Order \$4.00/Installation/No. at same location |
| Permanent | Per permanent funding mechanism when established. In accordance with Section 14.5 of Agreement | |
| Access pass-through to number portability purchaser | | |

III. Exchange Access Service

| | |
|------------|---|
| Interstate | Per ICI FCC exchange access tariff. |
| Intrastate | Per ICI PA tariff exchange access tariff. |

IV. Local Dialing Parity

No Charge

V. All Other ICI Services Available to BA for Purposes of Effectuating Local Exchange Competition

Available at ICI's tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to ICI.

**VI. Other Services
Information Service Billing Fee**

\$.03/Call No Charge

⁵ See note 6 regarding measurement and calculation of local traffic termination charges.

A. Charges by BA

(a) Traffic delivered to BA Local Serving Wire Center ("LSWC") or BA Access Tandem: **\$.002902** per mou.

(b) Traffic delivered directly to terminating BA End Office: \$.00 1864 per mou.

B. Charges by ICI

1. Single-tiered interconnection structure:

ICI's rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

LSWC/Access Tandem Minutes = Total minutes of use of Local Traffic delivered by ICI to the BA LSWC or BA Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by ICI directly to the terminating BA End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by ICI to BA for most recent billed quarter.

ICI Charge at the ICI-IP =

$$\frac{(\text{LSWC/Access Tandem Minutes} \times \$.002902) + (\text{End Office Minutes} \times \$.001864)}{\text{Total Minutes}}$$

For the first year after the Effective Date, the ICI charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to BA End Offices and to BA LSWC/Access Tandems.

2. Multiple-tiered interconnection structure (if offered by ICI to any carrier)

(a) Local Traffic delivered to ICI LSWC or ICI Access Tandem: **\$.002902**

(b) Local Traffic delivered to terminating ICI End Office/node: \$.00 1864

C. Miscellaneous Notes

1. In the event a Party desires to deliver Local Traffic to a LSWC (i) that is not located within 25 miles of the Tandem Office that it subtends, or (ii) where the Tandem Office that it subtends is not located within 25 miles of the Tandem Office that is subtended by the terminating End Office, or (iii) that is not located within 25 miles of the Tandem Office that is subtended by the terminating End Office, then the Party shall (x) in addition to paying the LSWC/Access Tandem termination rate described above, purchase the necessary facilities from the terminating Party to transport such Traffic to a qualifying LSWC or Access Tandem that is not subject to any of conditions (i), (ii), or (iii) above, (y) purchase such other service(s) as the terminating Party may offer under applicable tariff to remedy such condition(s), or (z) enter into a new compensation arrangement as the Parties may agree. Notwithstanding the foregoing, nothing in this Agreement shall obligate BA to provide switching services at a LSWC when it functions as such.

2. The ICI termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the ICI-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to ICI under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single ICI termination rate is also intended to provide financial incentives to ICI to deliver traffic directly to BA's terminating End Offices once ICI's traffic volumes reach an appropriate threshold.

AMENDMENT

To

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of March 11, 2005 (the "Effective Date"), amends each of the Interconnection Agreements listed in Exhibit A hereto (the "Interconnection Agreements"), and is made by and between each of the Verizon incumbent local exchange carriers (individually and collectively "Verizon" or the "Verizon Parties") and each of the MCI competitive local exchange carriers ("CLECs") that is a party to an Interconnection Agreement with Verizon (individually and collectively "MCI" or the "MCI Parties"), all as shown in Exhibit A. Verizon and MCI are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Parties have agreed to amend the Interconnection Agreements to increase the charges applicable to MCI's DS0 UNE-P lines in service with Verizon as of March 10, 2005 ("Embedded Base"); and

WHEREAS, the Parties wish to amend all of the Interconnection Agreements to effectuate the foregoing, and for the ease of administration, have elected to do so through this single Amendment.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rates Applicable To Embedded Base.

The monthly recurring charge that MCI shall pay Verizon for the DS0 (or POTs) switch port for each Embedded Base line shall be increased by: (a) \$2.75 between March 11, 2005 and May 31, 2005 and (b) \$1.00 between June 1, 2005 and March 10, 2006.

2. Successor Terms.

Each Party agrees that, if they establish new or replacement interconnection agreements superceding those set forth in Exhibit A to this Amendment that are effective between March 11, 2005 and March 10, 2006 (including, for avoidance of doubt, interconnection agreements established through adoptions of other agreements under Section 252(i) of the Act), they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

3. Conflicts.

This Amendment shall amend the terms and provisions of the Interconnection Agreements only to the extent necessary to give effect to the terms and provisions of this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreements, this Amendment shall govern.

4. Counterparts.

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

5. Joint Work Product.

This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

6. Captions.

The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

7. Termination.

If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, either Party shall have the right to terminate the Amendment after sixty (60) days advance written notice.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and to become effective as of the Effective Date.

The MCI Parties

The Verizon Parties

By: _____

By: _____

Printed:

Printed:

Title:

Title:

Date:

Date:

Exhibit A

| State | MCI Affiliate | Verizon Affiliate | Effective Date | Amendment # |
|-------|--|---|----------------|--------------|
| CA | Brooks Fiber Communications of Bakersfield Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #4 |
| CA | Brooks Fiber Communications of Fresno Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #4 |
| CA | Brooks Fiber Communications of Sacramento Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #4 |
| CA | Brooks Fiber Communications of San Jose Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #4 |
| CA | Brooks Fiber Communications of Stockton Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #4 |
| CA | Intermedia Communications Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #4 |
| CA | MCI WORLDCOM Communications Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #4 |
| CA | MCImetro Access Transmission Services LLC | Verizon California Inc., f/k/a GTE California Incorporated | 3/16/03 | Amendment #4 |
| CT | MCImetro Access Transmission Services LLC | Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic-New York | 4/20/98 | Amendment #3 |
| CT | MCImetro Access Transmission Services LLC (as successor to Rhythms Links Inc.) | Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic-New York | 11/8/01 | Amendment #2 |
| DC | Intermedia Communications Inc. | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. | 2/19/97 | Amendment #3 |
| DC | MCI WORLDCOM Communications Inc. | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. | 9/28/99 | Amendment #2 |
| DC | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. | 11/28/01 | Amendment #2 |
| DC | MCImetro Access Transmission Services LLC | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. | 9/12/97 | Amendment #3 |
| DE | MCI WorldCom Communications Inc. | Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. | 7/16/96 | Amendment #4 |
| DE | MCImetro Access Transmission Services LLC | Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. | 9/12/02 | Amendment #3 |
| FL | Intermedia Communications Inc. | Verizon Florida Inc., f/k/a GTE Florida Incorporated | 2/23/04 | Amendment #2 |
| FL | MCImetro Access Transmission Services LLC | Verizon Florida Inc., f/k/a GTE Florida Incorporated | 2/23/04 | Amendment #2 |
| FL | Metropolitan Fiber Systems of Florida Inc. | Verizon Florida Inc., f/k/a GTE Florida Incorporated | 2/23/04 | Amendment #2 |
| FL | MCI WORLDCOM Communications. Inc. | Verizon Florida Inc., f/k/a GTE Florida Incorporated | 2/23/04 | Amendment #2 |

| | | | | |
|----|---|---|----------|--------------|
| HI | MCImetro Access Transmission Services LLC | Verizon Hawaii Inc., f/k/a GTE Hawaiian Telephone Company Incorporated | 6/25/03 | Amendment #2 |
| ID | MCI WORLDCOM Communications Inc. | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 6/25/03 | Amendment #3 |
| ID | MCImetro Access Transmission Services LLC | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 6/25/03 | Amendment #3 |
| IL | Intermedia Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated | 6/25/03 | Amendment #2 |
| IL | MCI WORLDCOM Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated | 6/25/03 | Amendment #2 |
| IN | Intermedia Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems | 6/3/03 | Amendment #2 |
| IN | MCI WORLDCOM Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems | 6/3/03 | Amendment #2 |
| IN | MCImetro Access Transmission Services LLC | Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems | 6/3/03 | Amendment #2 |
| MA | Brooks Fiber Communications of Massachusetts Inc. | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 5/26/00 | Amendment #2 |
| MA | Intermedia Communications Inc. | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 12/9/96 | Amendment #2 |
| MA | MCI Worldcom Communications Inc. | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 6/25/99 | Amendment #2 |
| MA | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 11/29/01 | Amendment #2 |
| MA | MCImetro Access Transmission Services LLC | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts | 10/30/98 | Amendment #3 |
| MD | Intermedia Communications Inc. | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | 2/19/97 | Amendment #3 |
| MD | MCI WORLDCOM Communications Inc. | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | 4/25/00 | Amendment #2 |
| MD | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | 11/28/01 | Amendment #2 |

| | | | | |
|----|---|---|----------|--------------|
| MD | MCImetro Access Transmission Services LLC | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | 4/24/00 | Amendment #2 |
| ME | MCImetro Access Transmission Services LLC and New England Fiber Communications L.L.C. | Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine | 7/17/97 | Amendment #3 |
| MI | Brooks Fiber Communications of Michigan Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 8/13/03 | Amendment #2 |
| MI | MCI WORLDCOM Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 8/13/03 | Amendment #2 |
| MI | MCImetro Access Transmission Services LLC | Verizon North Inc., f/k/a GTE North Incorporated | 8/13/03 | Amendment #2 |
| NC | Intermedia Communications Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 9/15/97 | Amendment #2 |
| NC | MCI WORLDCOM Communications Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 7/16/03 | Amendment #3 |
| NH | MCImetro Access Transmission Services LLC and New England Fiber Communications L.L.C. | Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire | 7/17/97 | Amendment #3 |
| NJ | Intermedia Communications Inc. | Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. | 2/19/97 | Amendment #3 |
| NJ | MCI WORLDCOM Communications Inc. | Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. | 9/28/99 | Amendment #2 |
| NJ | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. | 11/28/01 | Amendment #2 |
| NJ | MCImetro Access Transmission Services LLC | Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. | 6/26/97 | Amendment #3 |
| NV | Brooks Fiber Communications of Nevada Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 5/30/03 | Amendment #2 |
| NV | Intermedia Communications Inc. | Verizon California Inc., f/k/a GTE California Incorporated | 5/30/03 | Amendment #2 |
| NV | MCImetro Access Transmission Services LLC | Verizon California Inc., f/k/a GTE California Incorporated | 5/30/03 | Amendment #2 |
| NY | Brooks Fiber Communications of New York Inc. | Verizon New York Inc., f/k/a New York Telephone Company | 9/21/99 | Amendment #3 |
| NY | Intermedia Communications Inc. | Verizon New York Inc., f/k/a New York Telephone Company | 11/8/96 | Amendment #4 |
| NY | MCI WORLDCOM Communications Inc. | Verizon New York Inc., f/k/a New York Telephone Company | 6/24/99 | Amendment #3 |
| NY | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon New York Inc., f/k/a New York Telephone Company | 11/19/01 | Amendment #2 |
| NY | MCImetro Access Transmission Services LLC | Verizon New York Inc., f/k/a New York Telephone Company | 10/1/97 | Amendment #5 |
| OH | Brooks Fiber Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 11/4/99 | Amendment #2 |
| OH | MCI WORLDCOM Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 6/25/03 | Amendment #2 |
| OH | MCImetro Access Transmission Services LLC | Verizon North Inc., f/k/a GTE North Incorporated | 6/25/03 | Amendment #2 |

| | | | | |
|-----|---|---|----------|--------------|
| OR | MCI WORLDCOM Communications Inc. | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 12/5/01 | Amendment #2 |
| OR | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 11/28/01 | Amendment #2 |
| OR | MCImetro Access Transmission Services LLC | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 10/8/99 | Amendment #2 |
| PAe | MCI WorldCom Communications Inc. | Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. | 9/28/99 | Amendment #2 |
| PAe | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. | 11/28/01 | Amendment #2 |
| PAe | MCImetro Access Transmission Services LLC | Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. | 9/3/97 | Amendment #4 |
| PAe | Pennsylvania Intermedia Communications Inc. | Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. | 1/14/97 | Amendment #3 |
| Paw | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon North Inc., f/k/a GTE North Incorporated | 11/28/01 | Amendment #2 |
| RI | MCImetro Access Transmission Services LLC and Brooks Fiber Communications of Rhode Island, Inc. | Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island | 5/22/97 | Amendment #3 |
| SC | Intermedia Communications Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 5/30/03 | Amendment #2 |
| SC | MCI WORLDCOM Communications Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 5/30/03 | Amendment #2 |
| SC | MCImetro Access Transmission Services LLC | Verizon South Inc., f/k/a GTE South Incorporated | 5/30/03 | Amendment #2 |
| TX | Brooks Fiber Communications of Texas, Inc., f/k/a Metro Access Networks Inc. | GTE Southwest Incorporated, d/b/a Verizon Southwest | 5/21/97 | Amendment #3 |
| TX | Intermedia Communications Inc. | GTE Southwest Incorporated, d/b/a Verizon Southwest | 3/7/98 | Amendment #3 |
| TX | MCI WorldCom Communications Inc. | GTE Southwest Incorporated, d/b/a Verizon Southwest | 1/13/00 | Amendment #3 |
| TX | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | GTE Southwest Incorporated, d/b/a Verizon Southwest | 11/1/01 | Amendment #2 |
| TX | MCImetro Access Transmission Services LLC | GTE Southwest Incorporated, d/b/a Verizon Southwest | 4/22/97 | Amendment #3 |
| VAe | Intermedia Communications Inc. | Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. | 2/19/97 | Amendment #4 |
| VAe | MCI WORLDCOM Communications of Virginia Inc. | Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. | 10/8/02 | Amendment #3 |
| VAe | MCImetro Access Transmission Services of Virginia Inc. | Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. | 10/8/02 | Amendment #3 |
| VAw | MCI WORLDCOM Communications of Virginia Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 5/12/97 | Amendment #2 |

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| VAW | MCImetro Access Transmission Services of Virginia Inc. | Verizon South Inc., f/k/a GTE South Incorporated | 9/16/98 | Amendment #2 |
| VT | MCImetro Access Transmission Services LLC | Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont | 10/18/02 | Amendment #2 |
| WA | MCI WORLDCOM Communications Inc. | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 12/31/03 | Amendment #2 |
| WA | MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.) | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 11/30/01 | Amendment #2 |
| WA | MCImetro Access Transmission Services LLC | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated | 12/31/03 | Amendment #3 |
| WI | Intermedia Communications Inc. | Verizon North Inc., f/k/a GTE North Incorporated | 6/25/03 | Amendment #2 |
| WI | MCImetro Access Transmission Services LLC | Verizon North Inc., f/k/a GTE North Incorporated | 6/25/03 | Amendment #2 |
| WV | Intermedia Communications Inc. | Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. | 2/19/97 | Amendment #3 |
| WV | MCImetro Access Transmission Services LLC | Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. | 9/3/98 | Amendment #3 |