

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

**Dated as of June 7, 1999**

**by and between**

**BELL ATLANTIC – PENNSYLVANIA, INC.**

**and**

**QWEST COMMUNICATIONS CORPORATION**

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

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 7<sup>th</sup> day of June, 1999 (the "Effective Date"), by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and Qwest Communications Corporation ("Qwest"), a Delaware corporation with offices at 4250 North Fairfax Drive, Arlington, VA 22203 (each, a "Party" and, collectively, the "Parties").

WHEREAS Qwest has requested, pursuant to Section 252(i) of the Act, that BA make available to Qwest Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and amendments thereto) between and NEXTLINK Pennsylvania, L.P. and BA, dated as of November 30, 1998, for Pennsylvania, approved by the Pennsylvania Public Utility Commission (the "Commission") under Section 252 of the Act, copies of which agreement and amendments are attached hereto as Appendix 1 (the "Separate Agreement"); and

WHEREAS, BA has agreed, subject to the terms and conditions set forth below, to make available to Qwest hereby Interconnection, services and unbundled Network Elements upon the terms and conditions of the Separate Agreement;

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Qwest and BA hereby agree as follows:

### **1.0 Incorporation of Separate Agreement and Appendices by Reference**

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement, as it is in effect on the date hereof after giving effect to operation of law, and of the Appendices hereto, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in the Separate Agreement to NEXTLINK Pennsylvania or to NEXTLINK shall for purposes of this Agreement be deemed to refer to Qwest.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated.

1.4 All references in the Separate Agreement to “800/888” shall be deleted in their entirety and replaced with the following: “800/888/877”.

1.5 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 of the Separate Agreement shall be sent to the following address on behalf of Qwest:

Qwest – Local and Access Strategy  
4250 North Fairfax Drive, 11<sup>th</sup> Floor  
Arlington, VA 22203

Attn: Timothy Burke

1.6 The Joint Process referred to in Section 10.1 of the Separate Agreement shall be developed upon the request of either Party within a reasonable amount of time after receipt of such request.

1.7 All certificates or other proof of insurance to be sent to BA under Section 21.3 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services  
Bell Atlantic – Telecom Industry Services  
Room 1423  
1095 Avenue of the Americas  
New York, New York 10036

1.8 Notwithstanding Section 27.2 of the Separate Agreement and in lieu of the quarterly performance reports set forth in Schedules 27.2, 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 Qwest with the Performance Monitoring Reports applicable to Qwest in accordance with the requirements of said FCC Merger Order.

1.9 All notices, affidavits, exemption-certificates or other communications to Qwest under Section 29.6.7 of the Separate Agreement shall be sent to the following address:

Qwest Communications Corporation  
555 Seventeenth Street  
Denver, Colorado 80202  
Attn: Drake Tempest, General Counsel

1.10 All notices, affidavits, exemption-certificates or other communications to BA under Section 29.6.7 of the Separate Agreement shall be sent to the following address:

Tax Administration  
Bell Atlantic Corporation

1095 Avenue of the Americas  
Room 3109  
New York, New York 10036  
Telephone: (212) 395-1280  
Facsimile: (212) 597-2915

1.11 Notices to Qwest under Section 29.10 of the Separate Agreement shall be sent to the following address:

Qwest Communications Corporation  
555 Seventeenth Street  
Denver, Colorado 80202  
Attn: Drake Tempest, General Counsel  
Telephone: (303) 291-1671  
Facsimile: (303) 291-1724

1.12 Notices to BA under Section 29.10 of the Separate Agreement shall be sent to the following address:

President - Telecom Industry Services  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
40<sup>th</sup> Floor  
New York, New York 10036  
Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.  
Attn: Jack H. White, Jr.  
Associate General Counsel  
1320 N. Court House Road, 8<sup>th</sup> Floor  
Arlington, Virginia 22201  
Telephone: (703) 974-1368  
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic – Pennsylvania, Inc.  
Attn: Vice President and General Counsel  
1717 Arch Street  
32<sup>nd</sup> Floor  
Philadelphia, Pennsylvania 19103

1.13 The rates, charges and other terms set forth in Appendix 2 hereto shall replace and supersede in their entirety the rates, charges and other terms set forth in Exhibit A to the Separate Agreement.

1.14 Schedules 3.0 and 4.0 set forth at Appendix 3 hereto shall replace and supersede in their entirety Schedules 3.0 and 4.0 of the Separate Agreement.

## **2.0 Clarifications**

2.1 BA has entered into this Agreement in accordance with the requirements of 47 USC § 252(i), but has advised Qwest that it is BA's position that the Reciprocal Compensation arrangements in the Separate Agreement and in this Agreement do not apply to traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission ("Internet traffic"). Qwest believes that the Reciprocal Compensation arrangements in the Separate Agreement and in this Agreement apply to Internet traffic, but acknowledges that the Parties disagree over the proper interpretation of the relevant provisions of the Separate Agreement and this Agreement (the foregoing being the "Disputed Issue"). Qwest acknowledges that BA's execution of this Agreement does not constitute a voluntary adoption or reaffirmation of the Separate Agreement, an admission that any provision of the Separate Agreement (or Qwest's interpretation thereof) is lawful or reasonable, or a release or waiver of BA's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement or the Separate Agreement, in connection with the Disputed Issue or Qwest's election under 47 USC § 252(i).

2.2 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Qwest has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting business in Pennsylvania as a local exchange carrier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 7<sup>th</sup> day of June, 1999.

QWEST COMMUNICATIONS  
CORPORATION

BELL ATLANTIC - PENNSYLVANIA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Jeffrey A. Masoner

Title: \_\_\_\_\_

Title: Vice-President - Interconnection Services  
Policy & Planning

## BELL ATLANTIC - PENNSYLVANIA, INC.

DETAILED SCHEDULE OF ITEMIZED CHARGES**A. BA SERVICES, FACILITIES, AND ARRANGEMENTS:<sup>1</sup>**

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>I. Local Call Termination<sup>2</sup></b>		
Traffic Delivered at BA End Office	\$.001864/MOU	Not Applicable
Traffic Delivered at BA Tandem	\$.002902/MOU	Not Applicable

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<sup>1</sup> Unless a citation is provided to a generally applicable BA tariff, all listed rates and services are available only to Qwest 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 Qwest 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.

<sup>2</sup> 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 Grade/DS-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 Facility  
(if purchased when initial  
facility ordered)

DS-3

\$526.72/Month &  
\$18.66/Mile/Month

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
4Wire 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 & \$331.87/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 & \$331.87/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	\$31.98 Programming Charge/Half Hour
DS-0 Cross-Connect	\$20.54/Port/Month	\$26.17/Port
DS-1 Cross-Connect	\$71.92/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

**F. Tandem Transit arrangements for Local Traffic between Qwest and carriers other than Bell Atlantic that subtend a Bell Atlantic Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)**

Tandem Switching

\$.000836/MOU

Per Section II. above and V., as applicable

Switched Transport

\$.000152/MOU

\$.000004/MOU/Mile

**III. Unbundled Switching<sup>1</sup>****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

<sup>1</sup> 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 - \$23.11/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

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

Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.

TBD

TBD

**V. Collocation Cross-Connection**

**A. Voice Grade Loop**

Physical DS0 CO side to equipment

\$.41/Month

Not Applicable

Virtual DS0 with RFT CO side MDF to equipment

\$1.20/Month

Not Applicable

Virtual DS1 with EDSX (1DS1 + 24 DS0's with IDLC)

\$60.21/Month

Both:

\$1.05/Service Order

\$544.36/Initial

Virtual DS1 with CFA (24DS0s with IDLA)

\$44.08/Month

Installation &

\$210.46/Additional

Installations

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>V. Collocation Cross-Connection (Continued)</b>		
<b>B. Other</b>		
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	
<b>VI. Time and Materials</b>		
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
<b>VII. Signaling and Databases</b>		
<b>A. STP Port</b>		
Termination	\$640.02/Month	\$94.15/Port
Access	\$.46/Mile/Month	\$1.05/Service Order \$274.06/Initial Facility & \$24.00/Additional Facility \$1.32/ Disconnect/ Link
<b>B. 800/888/877 Database</b>		
Basic Query	\$.000835/Query	Not Applicable
Vertical Query	\$.000343/Query	Not Applicable

**Service or Element Description:****Recurring Charges:****Non-Recurring Charge:****VII. Signaling and Databases (Continued)****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 Qwest'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. Qwest Network Query	\$.0007/Query	Not Applicable
c. Qwest Switch Query	\$.0007/Query	Not Applicable
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. Qwest Network Service Activation	Not Applicable	\$8.37/Service Activated/Line
c. Qwest Switch Service Activation	Not Applicable	\$8.37/Service Activated/Line

**D. AIN Service Creation (ASC) Service (Continued)**

Service Modification		
DTMF Update	\$.1080/Occurrence	Not Applicable
Switch Based Announcement	\$.005/Announcement	Not Applicable

**VIII. Directory Listings & Books**



**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

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 Qwest per separate arrangement

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>IX. Operator Services/Directory Assistance</b>		
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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>X. Access to Operation Support Systems</b>		
<b>A. Pre-Ordering</b>	\$.22/Query	Not Applicable
<b>B. Ordering</b>	\$3.34/Transaction	Not Applicable
<b>C. Provisioning</b>	Included in Ordering	Not Applicable
<b>D. Maintenance &amp; Repair</b>		
1. ECG Access	\$.22/Query	Not Applicable
2. EB/OSI Access	\$1.16/Trouble Ticket	Not Applicable
<b>E. Billing</b>		
1. CD-ROM	\$246.59/CD-ROM	Not Applicable
2. Daily Usage File		
<b>a. Existing Message Recording</b>	\$.000258/Message	Not Applicable
<b>b. Delivery of DUF</b>		
Data Tape	\$17.18/Tape	\$61.39/Programming Hour
Network Data Mover	\$.000094/Message	Not Applicable
CMDS	\$.000094/Message	\$61.39/Programming Hour
<b>c. DUF Transport</b>		
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
<b>XI. Exchange Access Service</b>		
Interstate	Per BA-FCC tariff number 1	
Intrastate	Per BA-PA tariff number 302	

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>XII. Number Portability</b> Interim (using RCF)	\$1.50/Month/Ported Number	\$5.00/Service Order \$4.00/Installation/No. at same location
Access pass-through to number portability purchaser	In accordance with Section 14.5 of Agreement	
<b>XIII. 911/E911</b> Transport	Per section II above.	
Data Entry and Maintenance	No Charge	
<b>XIV. Poles Conduits &amp; ROW</b>	Per contract rates pursuant to 47 U.S.C. sec. 224	
	Illustrative:	
	Duct: \$5.45/Foot/Year	
	Pole: \$3.98/Attachment/Year	
<b>XV. Network Interface Device (NID)</b>	\$.68/Month	Not Applicable
<b>XVI. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)</b>		No Charge
<b>XVII. Local Dialing Parity</b>		No Charge
<b>XVIII. Customized Routing</b>		
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:**

**XIX. Wholesale Discount for Resale of Retail Telecommunications Services<sup>2</sup>**

Resale of retail services if Qwest provides own operator services platform	20.69%	
Resale of retail services if Qwest 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.

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<sup>2</sup> 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. Qwest SERVICES, FACILITIES, AND ARRANGEMENTS:**

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**I. Local Call Termination<sup>1</sup>**

Traffic Delivered at End Office  
Traffic Delivered at Tandem

\$.001864/MOU  
\$.002902/MOU

Not Applicable  
Not Applicable

**II. Number Portability**

Interim

\$1.50/Month/Ported  
Number

\$5.00/Service Order  
\$4.00/Installation/No. at  
same location

Permanent  
Access pass-through to number portability purchaser

Per permanent funding mechanism when established.  
In accordance with Section 14.5 of Agreement

**III. Exchange Access Service**

Interstate  
Intrastate

Per Qwest FCC exchange access tariff.  
Per Qwest PA tariff exchange access tariff.

**IV. Local Dialing Parity**

No Charge

**V. All Other Qwest Services Available to BA for  
Purposes of Effectuating Local Exchange Competition**

Available at Qwest's tariffed or otherwise generally  
available rates, not to exceed BA rates for equivalent  
services available to Qwest.

**VI. Other Services  
Information Service Billing Fee**

\$.03/Call  
No Charge

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<sup>1</sup> See note 6 regarding measurement and calculation of local traffic termination charges.

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

6 LOCAL TRAFFIC TERMINATION RATES

A. Charges by BA

- (a) Traffic delivered to BA Access Tandem: \$.002902 per mou.
- (b) Traffic delivered directly to terminating BA End Office: \$.001864 per mou.

B. Charges by Qwest

1. Single-tiered interconnection structure:

Qwest'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:

*Access Tandem Minutes* = Total minutes of use of Local Traffic delivered by Qwest to BA Access Tandem for most recent billed quarter.

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

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

Qwest Charge at the Qwest-IP =

$$\frac{(\textit{Access Tandem Minutes} \times \$.002902) + (\textit{End Office Minutes} \times \$.001864)}{\textit{Total Minutes}}$$

For the first year after the Effective Date, the Qwest 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 Access Tandems.

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

- (a) Local Traffic delivered to Qwest Access Tandem: \$.002902
- (b) Local Traffic delivered to terminating Qwest End Office/node: \$.001864

C. Miscellaneous Notes

1. The Qwest termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the Qwest-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to Qwest under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single Qwest termination rate is also intended to provide financial incentives to Qwest to deliver traffic directly to BA's terminating End Offices once Qwest's traffic volumes reach an appropriate threshold.

**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.

<b>LATA in Pennsylvania</b>	<b>Milestone</b>	<b>Date</b>
LATA ____	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; <sup>1</sup> Collocation Arrangements Complete for Trunk Interconnection and Access to Network Elements	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 Qwest 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 Qwest, and (ii) residential Telephone Exchange Service shall be considered “fully operational” in a LATA in Pennsylvania when Qwest has an effective Tariff for residential Telephone Exchange Service in Pennsylvania and has a

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



## Appendix 3

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 Qwest.

**SCHEDULE 4.0 Network Interconnection Schedule**

LATA	Qwest-IP	BA-IP	Activation Date
TBD	TBD	TBD	TBD

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

**Dated as of November 30, 1998**

**by and between**

**BELL ATLANTIC - PENNSYLVANIA, INC.**

**and**

**NEXTLINK PENNSYLVANIA, L.P.**

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#### Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
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Exhibit C	Directory Assistance and IntraLATA Operator Services Agreement
Exhibit D	IntraLATA Telecommunications Services Settlement Agreement

## **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 30<sup>th</sup> day of November, 1998 (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 NEXTLINK Pennsylvania, L.P. ("NEXTLINK"), a Pennsylvania Limited Liability Partnership with offices at 925 Berkshire Blvd., Wyomissing, PA 19610.

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 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, NEXTLINK and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which BA and NEXTLINK (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, Schedules, addenda, and attachments referenced herein and/or 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.

**1.8.A** “Bona Fide Request” or “BFR” 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 BFR Item (as defined in Exhibit B) not otherwise provided by the terms of this Agreement.

**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 with the FCC and the Commission. Upon request by either Party, BA and NEXTLINK 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 NEXTLINK 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. NEXTLINK 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.

**1.17.A** “Customer Proprietary Network Information” or “CPNI” is As Defined in the Act.

**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.

**1.24** “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 Title 47 of the Code of Federal Regulations, including but not limited to the amendments 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.

**1.27** “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” or “ILEC” 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” or “IDLC” 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 calls that are 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 single LATA, as defined in BA's effective customer tariffs and is not local.

**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, including 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-STIS-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 point of Interconnection.

**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 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, 888 and any subsequently assigned codes 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.

**1.58** “Rate Center Area” or “Exchange Area” means the geographic area that 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.

**1.61A** "SECAB" means the Small Exchange Carrier Access Billing Guidelines (SECAB) document prepared the Billing Committee of the OBF, which functions under the auspices of the CLC of ATIS. The SECAB document, published by Bellcore as Special Report SR-1856, identifies information which small providers should provide in order to meet customer criteria for complete, and verifiable access bills.

**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 or trunk 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, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BA’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

**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 NEXTLINK’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 NEXTLINK with the ability to use its connection to a BA Tandem for the delivery of calls which originate or terminate with NEXTLINK 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. “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

### **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. 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 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 NEXTLINK 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;

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.

For each BA tandem NEXTLINK interconnects with, NEXTLINK will need one trunk group for each of the following types of traffic: Local/IntraLATA Toll/Transit; InterLATA Toll Traffic; 911; and, if such services are requested by NEXTLINK, a separate trunk group for Directory Assistance/Operator Services and a separate trunk group for LSV.

4.1.2 To the extent required by Section 251 of the Act, this Agreement provides 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 NEXTLINK, 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.

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 NEXTLINK network at which NEXTLINK will provide transport and termination of traffic shall be designated as the NEXTLINK Interconnection Points (“NEXTLINK-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 the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP on its network to the other Party, the other Party may, at any time, request that the first Party establish such additional technically feasible IP(s). Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1; provided, however, that the Parties shall commence negotiations to determine the technically feasible and geographically relevant location(s) of the additional IP(s) as soon as reasonably practicable following a Party’s request therefor. If, after sixty (60) days following said request, the Parties have been unable to reach agreement on the additional Interconnection Points, then either Party may file a complaint with the Commission to resolve such impasse or pursue with any other remedy available under law or equity. For purposes of this subsection 4.1.4, a “geographically relevant” IP shall mean an IP that is located within the BA local calling area of equivalent BA end user customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party at the same physical location.

4.1.5 In recognition of the large number and variety of BA-IPs available for use by NEXTLINK, NEXTLINK’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 NEXTLINK-IPs available to BA to select from for similar purposes, and as an express condition of BA’s making its LSWCs available to NEXTLINK as points of Interconnection pursuant to subsection 4.1.2 above, NEXTLINK shall charge BA no more than NEXTLINK’s Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to a NEXTLINK-IP in any given LATA. The Parties may by mutual agreement establish additional Interconnection Points at any technically feasible points consistent with the Act.

4.1.6 The Parties agree that the deployment of two-way trunking for purposes of Interconnection is technically feasible. At NEXTLINK’s request, the Parties shall deploy two-way trunks for the purposes of Interconnection. These two-way trunks shall be deployed in the same manner as BA-PA currently, or in the future, provides or is obligated to provide two-way trunks with an independent local exchange carrier. The Parties will utilize such two-way trunks for the exchange of local traffic (including EAS). BA-PA will provide NEXTLINK with two-way trunks for interconnection on terms and condition no less favorable than it provides to any independent local exchange carrier. If BA-PA develops a different system for deploying, measuring and billing the costs of two-way trunking through any of its ongoing trials, including those in Virginia and New York (or as a result of other industry developments), then at NEXTLINK’s request, the Parties shall use such an alternative system for the deployment of two-way trunks.

## 4.2 Physical Architectures

4.2.1 In each LATA identified in Schedule 4.0, the Parties shall utilize the NEXTLINK-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 using the form of Interconnection to be agreed upon by the Parties.

4.2.2 NEXTLINK 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 NEXTLINK establishes at the BA-IP;
- (b) a Physical or Virtual Collocation facility established separately at the BA-IP by a third party with whom NEXTLINK has contracted or designated 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 NEXTLINK's network.

4.2.3 NEXTLINK shall provide its own facilities or purchase or lease 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 NEXTLINK 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. Schedule 27.2 hereto sets forth the applicable performance monitoring reports, standards, and remedies intended to ensure compliance with the provisions of this subsection.

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 NEXTLINK-IPs:

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

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

4.2.7 BA may order from NEXTLINK 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. If NEXTLINK's rates and charges are not established in this Agreement, then the applicable rates and charges shall be those established in NEXTLINK's Tariffs. If NEXTLINK's rates and charges are established neither in this Agreement nor in NEXTLINK's Tariffs then the applicable rates and charges shall be those established in BA's Tariffs.

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 appropriate interface and 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, NEXTLINK agrees to bear all expenses associated with 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 hand-off to BA.

4.3.2 Mid-Span Meet arrangements shall be at any technically feasible point, shall generally utilize 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. NEXTLINK may request authority to connect to a mid-span meet using facilities other than fiber through the use of a Bona Fide Request. Nothing herein prevents NEXTLINK from using wireless facilities to connect to a mid-span meet. Prior to establishing a mid-span meet arrangement, the Parties will discuss 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, IntraLATA Toll Traffic and Local Transit 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 Applicable Laws, 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 NEXTLINK determines to offer Telephone Exchange Services in any LATA not listed in Schedule 3.0 in which BA also offers Telephone Exchange Services, NEXTLINK 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 NEXTLINK has designated in the new LATA; (ii) NEXTLINK'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 NEXTLINK's trunking requirements.

4.4.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) NEXTLINK has identified as its initial Routing Point(s) in the LATA as the NEXTLINK-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 NEXTLINK-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 NEXTLINK-IP, the NEXTLINK-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 NEXTLINK; provided, however, that unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than thirty (30) business 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 NEXTLINK's notice, BA and NEXTLINK shall confirm the BA-IP, the NEXTLINK-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 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**

For purposes of routing NEXTLINK 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 NEXTLINK, the subtending arrangements between NEXTLINK Tandem Switches (or functional equivalent) and NEXTLINK End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which NEXTLINK 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 NEXTLINK that originated with a third carrier is addressed in

subsection 7.3. Where one Party (the "Delivering Party") delivers Traffic (other than Local Traffic) to the other Party (the "Receiving Party"), except as may be set forth herein or subsequently agreed to by the Parties, the Delivering Party shall pay the Receiving Party the same amount that such carrier would have paid the Receiving Party for termination of that Traffic at the location the Traffic is delivered to the Receiving Party by the Delivering Party. 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 NEXTLINK 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), as may be amended from time to time in accordance with Exhibit A and subsection 20.1.2 below or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the NEXTLINK-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by NEXTLINK. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the NEXTLINK-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. The Parties stipulate that they disagree as to whether traffic that originates on one Party's network and is transmitted to an Internet service provider ("ISP") connected to the other Party's network ("ISP Traffic") constitutes Local Traffic as defined herein, and, the charges to be assessed in connection with such traffic. The issue of whether such traffic constitutes Local Traffic on which reciprocal compensation must be paid pursuant to the 1996 Act is presently before the FCC in CCB/CPD 97-30. The Parties agree that the decision of the FCC in that proceeding shall determine whether such traffic is Local Traffic (as defined herein). If the FCC determines that ISP Traffic is Local Traffic, as defined herein, it shall be compensated as Local Traffic under this Agreement. If the FCC determines that ISP Traffic is not Local Traffic, as defined herein, the Parties will agree upon appropriate treatment of said traffic for compensation purposes; if the Parties are unable to agree upon an appropriate treatment, either Party may apply to the Commission for a decision on such issue.

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 non-Local for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the entities 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 and provided further that all audits shall be conducted by an independent third-party auditor. All records shall be maintained for at least one year for auditing purposes. 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 NEXTLINK Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where NEXTLINK 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 NEXTLINK 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 NEXTLINK's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow NEXTLINK'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 NEXTLINK 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 In order to provision Access Toll Connecting Trunks, the Parties shall jointly determine which BA Tandem(s) will be subtended by each NEXTLINK End Office Switch. NEXTLINK'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 NEXTLINK 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 SECAB, 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 NEXTLINK 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 Schedule 6.3 hereof.

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 SECAB and MECAB documents via facsimile or such other media as the Parties may agree to.

6.3.8 BA shall provide NEXTLINK 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 NEXTLINK 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 NEXTLINK:        Renardo L. Hicks  
                              NEXTLINK Pennsylvania, LLP  
                              2690 Commerce Drive  
                              Harrisburg, PA 17110

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 NEXTLINK, 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. All audits shall be conducted by an independent third-party auditor. All records generated by either Party shall be maintained for at least one year for auditing purposes.

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 SECAB, 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 NEXTLINK determines to offer Telephone Exchange Services in another LATA in which BA operates a Tandem Switch, BA shall permit and enable NEXTLINK to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the NEXTLINK Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed.

NEXTLINK 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 NEXTLINK's delivery of notice to BA, BA and NEXTLINK 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 NEXTLINK'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 NEXTLINK, 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 NEXTLINK 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 NEXTLINK delivers translated 800/888 calls to BA for completion

(a) to an IXC, NEXTLINK shall:

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

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

(b) as an IntraLATA call to BA or another LEC in the LATA, NEXTLINK 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 NEXTLINK'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 NEXTLINK for completion

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

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

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

(b) as an IntraLATA call to NEXTLINK 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 NEXTLINK of BA's (and another LEC's, if appropriate) tariffed Exchange Access charges; and

(ii) NEXTLINK 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 NEXTLINK-originated audio Information Services Traffic directed to an audio Information Services platform connected to BA's network. At such time as NEXTLINK connects audio Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated audio Information Services Traffic.

7.1.1 NEXTLINK 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 NEXTLINK exercises such option, NEXTLINK will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow NEXTLINK to route information service traffic originated on its network to BA.

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

7.1.3 BA shall provide to NEXTLINK via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to NEXTLINK'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 NEXTLINK 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 NEXTLINK.

NEXTLINK 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, the Party having the customer relationship with the information services provider shall reimburse the other Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Party having the customer relationship with the information services provider 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 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 recording, billing, or collecting for carrying such Traffic. 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 IntraLATA 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 To the extent technically feasible, most calls will include 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.

7.3.5 Transit Traffic Service is presently provided through BA's Access Tandems and applies only where the originating and terminating End Office of the third carrier subtends the BA Tandem. If in the future other BA switches become capable of providing the necessary recording capability and it becomes technically feasible for BA to provide Tandem to Tandem switching, then the Parties may by mutual agreement expand the scope of the traffic covered by this provision.

## **7.4 911/E911 Arrangements**

7.4.1 NEXTLINK may, at its option, interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which NEXTLINK 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 NEXTLINK with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, NEXTLINK and BA will negotiate arrangements to connect NEXTLINK to the 911 service.

7.4.2 Path and route diverse interconnections for 911/E911 shall be made at the NEXTLINK-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 NEXTLINK and to the extent authorized by the relevant federal, state, and local authorities, BA will provide NEXTLINK 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 NEXTLINK 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 NEXTLINK 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 NEXTLINK 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 NEXTLINK shall input and provide a daily update of 911/E911 database information related to appropriate NEXTLINK Customers. Until such time as an electronic interface is available, NEXTLINK 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 NEXTLINK E911 data entry files containing errors, so that NEXTLINK 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 NEXTLINK will use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection of NEXTLINK systems to the 911/E911 platforms.

7.4.6 BA and NEXTLINK 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 NEXTLINK. 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 NEXTLINK agree to supply and use the three-letter Access Carrier Name Abbreviation (“ACNA”) as the carrier identifier.

7.4.8 The parties will compensate each other for connections to its 911/E911 pursuant to Exhibit A.

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

## **7.5 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 NEXTLINK access to telephone numbers by assigning NXX codes to NEXTLINK 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. On an expedited basis, each Party shall correct any errors in recognizing and routing traffic to the other Party's assigned NXX codes after receiving notice from the other Party of the existence of such errors. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

**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, NEXTLINK shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA, in all areas where BA and NEXTLINK service areas overlap, and NEXTLINK 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** NEXTLINK will also designate a Routing Point for each assigned NXX code. NEXTLINK 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 NEXTLINK’s choices regarding the size of the local calling area(s) that NEXTLINK 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. NEXTLINK 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. To the extent that Schedule 27.2 applies to a party, such party shall comply with the applicable performance monitoring reports, standards, and remedies provided therein, such as in Appendix 2, Sections A.2. and D.1. and Appendix 3, Sections B.2. and D.2. thereto. Each Party shall designate a person or persons who shall be available twenty-four (24) hours a day, seven (7) days a week, to respond to maintenance and outage problems and inquiries from the other Party. Each party shall also designate two persons having greater corporate authority who will be available in the event that the initial contact person or persons cannot adequately respond to an inquiry or repair a problem within two (2) hours.

**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 which specifies the time within which Party B is to correct the condition; 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. To the extent that Schedule 27.2 applies to a party, such party shall comply with the applicable performance monitoring reports, standards, and remedies provided therein, such as in Appendix 2, Sections A.2. and D.1. and Appendix 3, Sections B.2. and D.2. thereto. NEXTLINK 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 November 1, 1997, unless the Parties agree to a different date, NEXTLINK 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 both dedicated and common 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 NEXTLINK request for information concerning available BA network facilities that NEXTLINK may purchase as unbundled Network Elements;
- (f) additional technically feasible and geographically relevant IP(s) in a LATA as provided in subsection 4.1.4 above;
- (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; and
- (h) a procedure and escalation contacts for correcting errors in NXX codes.

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 Interconnection 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. To the extent that Schedule 27.2 applies to a party, such party shall comply with the applicable performance monitoring reports, standards, and remedies provided therein, such as in Appendix 2, Sections A.2. and D.1. and Appendix 3, Sections B.2. and D.2. thereto.

## **10.3 Trunk Forecasting Servicing and Ordering**

Within ninety (90) days of executing this Agreement NEXTLINK 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 over the next four (4) quarters. The forecast shall be updated and provided to BA on an as-needed but no less frequently than 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 NEXTLINK-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.3.1 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 NEXTLINK decides to market its services, BA will be largely dependent on NEXTLINK to provide trunk forecasts for both inbound (from BA) and outbound (from NEXTLINK) traffic.

10.3.2 NEXTLINK will be responsible for engineering, servicing and ordering (trunk and trunk group additions and reductions) traffic exchange trunks from NEXTLINK to BA. BA will be responsible for engineering, servicing and ordering (trunk and trunk group additions and reductions) traffic exchange trunks from BA to NEXTLINK.

10.3.3 For dedicated final trunk groups from BA to NEXTLINK, on the second Tuesday of each month, BA will E-mail to NEXTLINK a report showing: trunks in service, trunks required, and trunk group utilization. When dedicated final trunk group(s) reach 60% utilization, BA will contact NEXTLINK, or NEXTLINK will contact BA, to discuss forecasts, and plans for potential future relief. The objective of the discussion will be to develop a relief plan which will include either final trunk group augmentation within thirty (30) days or less from



the date of the initial contact, and/or the augmentation or establishment of new end office groups within forty-five (45) days or less from the date of the initial contact, and to keep final trunk groups from exceeding the design blocking criteria of B.01.

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

To the extent required of BA by Section 251 of the Act, BA shall offer NEXTLINK nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. To the extent that Section 251 of the Act applies to NEXTLINK pursuant to Applicable Law, NEXTLINK, shall offer BA nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall (a)unbundle and separately price and offer Network Elements such that NEXTLINK will be able to lease and interconnect to whichever of the Network Elements NEXTLINK requires, and (b) to the extent required by Applicable Law allow the combination of the BA-provided elements with any facilities and services that NEXTLINK may itself provide.

### **11.1 Available Network Elements**

At the request of NEXTLINK, BA shall provide NEXTLINK 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;
- 11.1.7 Operator Services and Directory Assistance, as set forth in subsection 19.4;
- 11.1.8 SS7 Signaling Link Transport, as set forth in subsections 14.8 and 17.1;
- 11.1.9 Signaling Transfer Points, as set forth in subsection 1.63;
- 11.1.10 Service Control Points/Databases, as set forth in subsection 1.62;
- 11.1.11 Tandem Switching, as set forth in Schedule 11.4; and
- 11.1.12 such other Network Elements in accordance with subsection 11.8 below.

### **11.2 Unbundled Local Loop (“ULL”) Transmission Types**

Subject to subsection 11.7, BA shall allow NEXTLINK 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. NEXTLINK is not precluded from connecting to a ULL at technically feasible points as investigated through the BFR process.

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 NEXTLINK’s method of operation or use of equipment in connection with such ULLs does not impair BA’s use of technology or provisioning of services in the same cable. 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 NEXTLINK at the rates specified by the Commission, as amended from time to time, subject to the provisions of subsection 11.2.9 below.

11.2.9 BA will make Analog 2-Wire ULLs, BRI ISDN ULLs, Analog 4W ULLs, and 4-Wire DS-1-compatible ULLs available for purchase by NEXTLINK at any time after the Effective Date. BA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire ULLs available to NEXTLINK no later than the date on which it makes such ULLs commercially available to BA's own customers or 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.

11.2.10 NEXTLINK may request further unbundling of the local loop pursuant to the BFR process.

### **11.2A Extended ULL**

Subject to subsection 11.7 and only to the extent required by Applicable Law, BA shall allow NEXTLINK access to an Extended ULL. Extended ULL is a channel that enables NEXTLINK when it is physically collocated in a given BA central office to access unbundled loops served from another BA central office. BA is presently required by the Commission's order Docket No. A-310260F0002 to provide an Extended ULL to NEXTLINK and to file a cost-based billing proposal for approval by the Commission. The price for access to Extended ULLs will be included in this proposal. Nothing in this Agreement shall create an independent duty in the part of BA to provide an Extended ULL or to file such proposal, or preclude BA's ability to seek appropriate court review of this issue. In the interim and until the Commission approves BA's billing proposal, BA shall perform any necessary work and NEXTLINK shall pay for any work performed, retroactively, at the rates ultimately approved by the Commission.

### **11.3 Network Interface Device**

At the request of NEXTLINK, BA shall permit NEXTLINK 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. NEXTLINK must establish the connection to BA's NID through an adjoining NID deployed by NEXTLINK. The Parties shall cooperate in implementing the Customer's choice of service provider and in 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 NEXTLINK 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 NEXTLINK 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 NEXTLINK 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 NEXTLINK with comparable information via facsimile or other mutually agreed upon medium. When BA-PA offers NEXTLINK electronic access to the Operations Support Systems, NEXTLINK must use such electronic access to the Operations Support Systems.

### **11.7 Limitations on Unbundled Access**

11.7.1 NEXTLINK 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 NEXTLINK's Collocation by means of a Cross Connection.

11.7.2 BA shall provide NEXTLINK access to its Unbundled Local Loops at each of BA's Wire Centers for loops terminating in that Wire Center. In addition, if NEXTLINK 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 NEXTLINK. If, however, no spare physical ULL is available, BA shall within three (3) business days of NEXTLINK's request notify NEXTLINK of the lack of available facilities. NEXTLINK 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). NEXTLINK may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Alternatively, NEXTLINK 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 NEXTLINK 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 For a standard interval unbundled loop order, Bell Atlantic shall provide NEXTLINK with notice, no later than 5:30 P.M. of the second business day before the cutover for that loop is scheduled to occur, if the customer is currently being served by IDLC and if so, the type of alternative available facility that Bell Atlantic will use to provision the unbundled loop. For an expedited unbundled loop order, Bell Atlantic shall provide NEXTLINK with such within the same time period as Bell Atlantic would have had to provide such notice if the order had been a standard interval order (*i.e.* no later than 5:30 P.M. of the second business day before the cutover would have occurred if the order had been a standard interval order). For an unbundled loop order with a negotiated interval, Bell Atlantic shall provide NEXTLINK with notice, no later than 5:30 P.M. of the second business day before the cutover for that loop is scheduled to occur, if the customer is currently being served by IDLC and if so, the type of alternative available facility that Bell Atlantic will use to provision the unbundled loop.

11.7.5 Bell Atlantic shall not impose special construction charges where it is technically feasible for NEXTLINK to access loops through access to Bell Atlantic's IDLC equipment in the central office.

## **11.8 Availability of Other Network Elements on an Unbundled Basis**

11.8.1 BA shall, upon request of NEXTLINK and to the extent required by Applicable Law, provide to NEXTLINK access to its Network Elements on an unbundled basis for the provision of NEXTLINK's Telecommunications Service. Any request by NEXTLINK 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. NEXTLINK will not be required to submit a Network Element Bona Fide Request for requests that are similar to prior CLEC Network Element Bona Fide Requests in terms of geographic location, equipment, type of customer served and rate structure. NEXTLINK 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 11.8 except as required by the Commission or FCC.

11.8.4 BA will, on a semi-annual basis, notify NEXTLINK 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 NEXTLINK and from NEXTLINK to BA.

11.9.1 Upon request by NEXTLINK, 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 NEXTLINK elects not to request coordinated cutover, BA will process NEXTLINK’s request in the normal course and subject to the normal installation intervals.

11.9.2 NEXTLINK 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 by facsimile (or within twenty-four (24) hours of BA's receipt of such valid service order by electronic interface), BA shall provide NEXTLINK 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.

11.9.3 On each ULL order in a Wire Center, NEXTLINK 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 NEXTLINK and BA personnel will make telephone contact to complete the cutover. Unless NEXTLINK’s unbundled loop order states otherwise, BA shall provide Order Coordination (OC), and if available, test points with all unbundled loops. The OC feature shall enable NEXTLINK to coordinate installation of the loop with the disconnect and reconnect of an existing end user’s service and/or number portability update. NEXTLINK shall pay for the addition of a requested new test point at a cost based rate where none previously existed.

11.9.4 Within the appointed 15-30 minute cutover time, the BA person will call the NEXTLINK person designated to coordinate cutover work.

11.9.5 Not less than four (4) hours prior to the cutover time, either Party may contact the other Party to coordinate a new cutover time. If the new cutover time is within an hour of the original cutover time, no charges shall be assessed or waived by either Party. If, however, the new cutover time is outside an hour of the original cutover time, the Party requesting such new cutover time shall be subject to the following:

Provided that NEXTLINK and its new customer are available and ready for service at the appointed date and time, if BA requests the new cutover time, it shall waive the non-recurring charge applicable to the original cutover time and reimburse NEXTLINK for expenses incurred in reliance upon BA’s commitment to the original cutover time, including

costs for modification of Number Portability Administration Center (NPAC) information as a result of the cutover time change; and

If NEXTLINK requests a new cutover time, NEXTLINK shall be assessed the non-recurring charge applicable to the original cutover time in addition to the non-recurring charge applicable to the new cutover time.

11.9.6 If NEXTLINK 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.

11.9.7 The standard time expected from disconnection of a live Telephone Exchange Service to the connection of the unbundled element to the NEXTLINK 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.

11.9.8 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 NEXTLINK.

11.9.9 If NEXTLINK 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.

11.9.10 If NEXTLINK 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 NEXTLINK for any additional and reasonable labor charges to perform such services. BA may also charge NEXTLINK its normal overtime rates for services NEXTLINK 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) NEXTLINK reports to BA a Customer trouble, (ii) NEXTLINK requests a dispatch, (iii) BA dispatches a technician, and (iv) such trouble was not caused by BA's facilities or equipment, then NEXTLINK 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 NEXTLINK is not available at the appointed time. NEXTLINK accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on their test results. If, as the result of NEXTLINK instructions, BA is erroneously requested to dispatch within the Central Office, BA may levy on NEXTLINK an appropriate charge. However, if BA imposes any charge on NEXTLINK 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

NEXTLINK all charges applicable to that trouble that were erroneously levied on and paid by NEXTLINK to BA plus interest at the rate applicable to refunds of overpayments pursuant to BA's Tariffs. In the circumstances where (i) NEXTLINK has opened a trouble ticket regarding a problem; (ii) BA has closed the trouble ticket indicating no trouble found; (iii) NEXTLINK has incurred third party vendor and/or third party labor expense in correcting the problem and (iv) maintenance action to BA's network was necessary to resolve such problem or it has otherwise been determined that BA's facilities were the cause of such problem, then BA shall pay NEXTLINK all such third party charges incurred by NEXTLINK provided, however, that BA shall not be liable for any consequential damages.

### **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.

## **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 NEXTLINK 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 NEXTLINK 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. As of the date hereof, no such services are being provided by BA. BA will notify NEXTLINK of those non-Telecommunications Services that BA offers for resale at the time that such services are available.

### **12.2 Availability of Wholesale Rates for Resale**

BA shall make available NEXTLINK 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. 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 NEXTLINK the various support services for resale described in Schedule 12.3 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by NEXTLINK and at prices, terms and conditions to



be negotiated by NEXTLINK and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by NEXTLINK's trade name, or that are not identified by trade name, trademark or service mark.

#### **12.4 Additional Terms Governing Resale and Use of BA Services**

12.4.1 NEXTLINK shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, NEXTLINK shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, NEXTLINK shall not resell (a) residential service to business or other nonresidential Customers of NEXTLINK, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, NEXTLINK shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA may, in its discretion and to the extent not prohibited by Applicable Law, discontinue offering.

12.4.3 BA shall not be obligated to offer to NEXTLINK at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a limited duration of ninety (90) days or less.

12.4.4 Upon request by BA, NEXTLINK shall provide to BA adequate assurance of payment of charges due to BA in connection with NEXTLINK's purchase of BA services for resale. Assurance of payment of charges may be requested by BA: if NEXTLINK (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to show itself to be creditworthy; (b) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is not creditworthy; or, (c) fails to timely pay a bill rendered to NEXTLINK by BA. Unless otherwise agreed by the Parties, the assurance of payment shall be in the form of a cash deposit and shall be in an amount equal to the charges for BA services that NEXTLINK may reasonably be expected to incur during a period of two (2) months. BA may at any time use the deposit or other assurance of payment to pay amounts due from NEXTLINK.

12.4.5 NEXTLINK shall not be eligible to participate in any BA plan or program under which BA end user retail Customers may obtain products or merchandise, or services which are not Bell Atlantic Retail Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Bell Atlantic Retail Telecommunications Services.

12.4.6 BA may impose additional restrictions on NEXTLINK's resale of BA's retail Telecommunications Services to the extent permitted by Applicable Laws.

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

**13.1** BA shall offer to NEXTLINK 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, NEXTLINK agrees, for so long as BA elects to offer both Physical and Virtual Collocation to NEXTLINK, to offer to BA Collocation (at NEXTLINK'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 NEXTLINK may provide to other third parties. In the event BA ceases to offer a choice between Physical and Virtual Collocation to NEXTLINK for reasons other than space limitations and BA has already established Collocation on NEXTLINK premises pursuant to this subsection 13.2, NEXTLINK may, in its discretion, elect to cease offering Collocation to BA, which cessation shall be no more onerous than that imposed by BA on NEXTLINK. In addition, in the event BA desires to terminate any Virtual Collocation established by NEXTLINK at a BA premise, BA shall allow NEXTLINK 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 NEXTLINK for NEXTLINK to submit a new Collocation application to BA plus the amount of time needed for BA to prepare the BA premise(s) specified by NEXTLINK in its application or as may be agreed to by the Parties for Collocation by NEXTLINK.

**13.3** Where NEXTLINK is Virtually Collocated on the date hereof on a premise that was initially prepared for NEXTLINK as Virtual Collocation, NEXTLINK may elect to (i) retain its Virtual Collocation in that premises, and/or (ii) unless it is not practical for technical reasons or because of space limitations, establish Physical Collocation, in which case NEXTLINK shall coordinate the construction and rearrangement with BA of its equipment, facilities, and circuits, and for which NEXTLINK shall pay BA at applicable Tariff rates. In addition, all Physical Collocation recurring charges shall apply.

**13.4** 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 NEXTLINK 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.

**13.5** 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.

**13.6** To the extent required herein or by any applicable federal, state, or local tariff, collocation shall occur under the terms of each Party's applicable and available Tariffs. Specific collocation issues between the parties are addressed both in this agreement and tariffs.

**13.7** For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or 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. Nextlink may purchase Cross Connection or Dedicated Transit Service to services or facilities as described in applicable Tariffs to interconnect its collocated equipment to such equipment of another Telecommunications Carrier within the same BA premises so long as the collocated equipment of both Telecommunications Carriers is used for connection with BA whether pursuant to agreement or tariff, or access to BA's unbundled network elements. The carrier requesting the Cross Connection or Dedicated Transit Service shall be the customer of record for both ends of the service in terms of ordering, provisioning, maintenance and billing. Alternative arrangements may be utilized if agreed upon by all three parties. Such agreement shall not be unreasonably withheld.

**13.8** Unless BA provides a legitimate, written reason for not doing so, BA shall consider for certification any vendor for Installation and Engineering of Transmission Equipment for NEXTLINK, including vendors lacking BA certification at the time of the proposal and also including NEXTLINK itself. BA's decision whether to certify such a vendor, including whether to certify NEXTLINK as a vendor, shall be based upon objectively verifiable industry standards to include meeting the requirements defined in Bellcore document TR-NWT-1373 and be capable of meeting the standards and adhering to the procedures defined in applicable Technical References outlined in the vendor certification requirements. This certification shall occur within ninety (90) calendar days of the date on which the vendor presents all complete and accurate documentation required for such a proposal to BA. If additional documentation requirements are identified in the certification process, NEXTLINK and Bell Atlantic will negotiate a mutually agreed upon date.

## **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 and has been agreed to by the Parties.

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 NEXTLINK will commence migration from INP to the agreed-upon or mandated PNP arrangement as quickly as practically possible using best efforts to minimize 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, NEXTLINK 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**

NEXTLINK 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 load calling card information 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 (i) receipt of notification from Party B or a third party that is authorized to act on behalf of the Customer or (ii) authorization from the Customer itself. 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. INP may also be provided through other technically feasible technologies that may become available in the future.

### **14.4 Procedures for Providing INP through Flex-DID.**

FLEX-DID is an INP method that makes use of direct inward dialing trunks. Each FLEX-DID trunk group used for INP is dedicated to carrying traffic between the donor Party’s Switch

and the porting Party's Switch. Traffic on these trunks cannot overflow to other trunks, so the porting Party must order a trunk group size it believes results in conservative engineering. Also, inter-Switch signaling is usually limited to multi-frequency ("MF"). This precludes passing calling line identification to the porting Party's Switch.

#### **14.5 Procedures for Providing LTNP Through Full NXX Code Migration**

Where either Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) 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.

#### **14.6 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.

14.6.1 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 14.6.3 in lieu of any other compensation charges for terminating such traffic, except as provided in subsection 14.6.2.

14.6.2 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.

14.6.3 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.

#### **14.7 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:

14.7.1 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).

14.7.2 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.

#### **14.8**

14.8.1 Except as may be prohibited by Applicable Laws concerning the provision of inter-LATA service, each Party shall exchange with the other Party SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services ("CLASS") or other features available in their respective networks as are technically feasible to exchange.

14.8.2 As soon as practicable following receipt of an INP order for a number served by a particular End Office Switch, each Party shall disclose to the other any technical or

capacity limitations that would prevent use of a requested INP method in a particular switching office.

14.8.3 When any INP method available hereunder is used to port a subscriber, the donor Party shall maintain the LIDB record for that number to reflect appropriate conditions as reported to it by the porting Party and to provide such LIDB information in accordance with any LIDB agreement subsequently entered between the Parties.

14.8.4 The donor Party shall send a CARE transaction 2231 to notify the appropriate IXC that access is now provided by the porting Party for that number.

14.8.5 The INP service offered herein shall not initially apply to NXX Codes 555, 915, 950, or 976, but not limited to these codes, or for Feature Group A or coin telephone service, because of the special billing characteristics of such services. Upon a Bona Fide Request from either Party, the provisions of INP for 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.

#### **14.9 Use of LRN**

14.9.1 The requirements for LTNP, when available, shall include the following:

14.9.1.1 Notwithstanding any other provision of this Agreement, each Party shall provide LTNP service in accordance with FCC and State Commission Rules and Regulations.

14.9.1.2 To the extent required by FCC Rules and Regulations and to the extent Technically Feasible, the donor Party's LTNP network architecture shall not subject the porting Party to any degradation of service compared to the donor Party in any material measure, including switching and transmission quality, call set-up time and post-dial delay, and the porting Party shall not be required to rely on the donor Party's network for calls completing to its ported subscribers.

14.9.1.3 During the process of porting a subscriber, the donor Party shall implement the 10-digit trigger feature when Technically Feasible. When the donor Party receives the porting request, it shall use reasonable efforts to apply the 10-digit trigger to the subscriber's line the day prior to the order due date in order to facilitate the smooth transitioning of the subscriber to the new provider.

14.9.1.4 After an office is equipped with LTNP, and after an NXX is defined as portable, translations will be changed in the donor's LNP-capable switches which trunk directly to such office to open the NXX(s) for database queries.

#### **14.10**



At such time that LTNP is available, NEXTLINK and BA shall:

14.10.1 Support emergency and Operator Services in a manner to be mutually agreed.

14.10.2 Use commercially reasonable efforts to use scarce numbering resources efficiently and administer such resources in a competitively neutral manner.

14.10.3 Cooperate with each other so that each carrier shall be able to rate and bill different types of calls.

#### **14.11 Location Routing Number (“LRN”)**

14.11.1 A ten-digit code, consistent with the North American Numbering Plan, called the location routing number (“LRN”) shall be used as a network address for each Switch that terminates subscriber lines, (i.e., an End Office). LRN shall support existing six-digit routing and may be implemented without changes to existing Switch routing algorithms. In existing End Offices, the LRN shall be selected from one of its existing NPA-NXXs. New End offices shall be assigned LRNs through normal administrative processes.

14.11.2 The Parties shall furnish each other with the first six (6) digits of the originating LRN when they supply each other with the Jurisdiction Information Parameter (“JIP”) in the Initial Address Message (“IAM”), assuming the necessary LRN software is available from the Switch manufacturer and is loaded in the specific Switch that will populate the JIP parameter per the timetable set by the FCC and Commission.

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

BA and NEXTLINK 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 each other, 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 Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; 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 NEXTLINK in accordance with Exhibit A hereto and applicable Tariffs; NEXTLINK shall charge BA rates equal to the rates BA charges NEXTLINK, unless NEXTLINK's Tariffs for CCS signaling provide for lower generally available rates, in which case NEXTLINK 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 NEXTLINK, or from NEXTLINK 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**

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

18.2.1 NEXTLINK 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 NEXTLINK 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. However, to the extent that any rule or procedure in 47 CFR § 64.1100 is different from or inconsistent with any provision or time period set forth in this Agreement (including all exhibits and schedules hereto), then the provision or time period set forth in this Agreement shall govern.

18.3.2 In order for either Party to order or terminate service on behalf of the other Party's Customer, the requesting Party must have proper written authorization from the customer in its files, and provide a copy of such authorization to the other Party upon request. In the event the requesting Party: (i) fails to provide a copy of the Customer's proper written authorization upon request, (ii) requests changes in the other Party's Customer's service without having such authorization in its files, or (iii) mistakenly changes the other Party's Customer's service, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for restoring service to the other Party. For purposes of (i) above, the requesting Party shall provide the authorization within twenty (20) business days of receiving the other Party's request. The requesting Party shall not be responsible for such charges due to its inability to provide an authorization unless such Party has received written notice of its liability and a reasonable opportunity to cure.

18.3.3 Without in any way limiting NEXTLINK's obligations under subsection 28.1, NEXTLINK shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. NEXTLINK shall not

access (including, but not limited to, through BA OSS Services (as defined in Schedule 12.3) and BA Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to NEXTLINK by BA pursuant to this Agreement unless NEXTLINK 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, NEXTLINK 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. NEXTLINK shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization). The obligations imposed on NEXTLINK under this paragraph apply fully and equally to BA in its use of Customer Proprietary Network Information.

18.3.4 BA shall have the right to monitor and/or audit NEXTLINK's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to NEXTLINK pursuant to this Agreement to ascertain whether NEXTLINK 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 NEXTLINK's access to and use of Customer Proprietary Network Information that is made available by BA to NEXTLINK pursuant to this Agreement. The obligations imposed on NEXTLINK under this paragraph apply fully and equally to BA in its use of Customer Proprietary Network Information.

## **19.0 DIRECTORY SERVICES ARRANGEMENTS**

### **19.1 Directory Listings and Directory Distributions**

In this subsection 19.1, references to a NEXTLINK 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 NEXTLINK or is retained by NEXTLINK 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 the following directory services to NEXTLINK in accordance with the terms set forth herein.

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

19.1.2 BA will also include the NEXTLINK 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 to NEXTLINK Customers copies of their primary white pages and yellow pages directories at the same time and on the same basis that BA distributes primary directories to its own Customers. BA will also deliver a reasonable number of such directories to NEXTLINK. These distributions will be made for no additional charge. NEXTLINK and its Customers may request additional directories from BA'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 NEXTLINK, BA will provide NEXTLINK with 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 NEXTLINK shall provide BA with daily listing information on all new NEXTLINK Customers in the format required by BA 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. NEXTLINK will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with NEXTLINK. BA will provide NEXTLINK with confirmation of listing order activity within forty eight (48) hours.

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

19.1.7 BA or BA's publisher shall provide NEXTLINK with a report of all NEXTLINK's customer listings ninety (90) days prior to directory publication in such form and format as may be mutually agreed to by both Parties. Both Parties shall use their best efforts to ensure the accurate listing of NEXTLINK Customer listings. BA will also provide NEXTLINK, upon request, a copy of the BA listings standards and specifications manual. In addition, BA will provide NEXTLINK with a listing of Yellow Pages headings and directory close schedules on an ongoing basis.

19.1.8 NEXTLINK will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that NEXTLINK has the right to place such listings on behalf of its Customers. NEXTLINK 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, NEXTLINK 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 role as the publisher of directory listings that NEXTLINK provides to BA; provided however, that this provision is not intended to indemnify BA against any claims, losses, damages, suits, or other actions arising out of any error, omission, action, or inaction of BA with reference to such listings.

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

19.1.10 Within thirty (30) business days of the Effective Date, BA agrees to meet with NEXTLINK and, if appropriate, arrange a meeting with a BA authorized Yellow Pages agent, to address issues regarding NEXTLINK 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 NEXTLINK (including Customers utilizing NEXTLINK-assigned telephone numbers and NEXTLINK Customers utilizing LTNP) are maintained without interruption. BA will offer Yellow Pages services to NEXTLINK Customers on the same rates, terms, and conditions as they are offered to BA customers.

## **19.3 Service Information Pages**

BA will include all NEXTLINK 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. NEXTLINK's NXX codes shall appear in such maps or lists in the same manner as BA's NXX information. In addition, BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by NEXTLINK for NEXTLINK's installation, repair and customer service and other service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. BA shall not charge NEXTLINK for inclusion of this service-oriented information, but reserves the right to seek to impose charges on other information NEXTLINK may elect to submit and BA may elect to accept for inclusion in BA's white pages directories. BA will provide NEXTLINK 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 NEXTLINK 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 NEXTLINK 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 NEXTLINK, to transfer NEXTLINK'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.

19.4.4 At the request of NEXTLINK, BA will provide NEXTLINK with "Direct Access" service to the same directory assistance ("DA") database that is used by BA to provide directory assistance to BA Customers. Direct Access will enable NEXTLINK's operator bureau, if NEXTLINK elects to provide its own DA services, to obtain direct electronic access to the DA database for the purpose of providing intraLATA directory assistance to NEXTLINK Customers. NEXTLINK may search and read DA database information at the per query rates specified in Exhibit A. BA will furnish ports for connection and termination of NEXTLINK facilities to the DA database system. The type of ports and associated charges will be based on the type of access configuration required by NEXTLINK for termination of its facilities. The number of ports provided at the database will be based on NEXTLINK's annual forecast of "Busy Hour" queries. At the request of NEXTLINK, BA will also accept electronic transmission of NEXTLINK Customer DA information for inclusion in the DA database.

## **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 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.

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 apply until such time as they are replaced by new rates as may be approved 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 by the Commission, the Parties shall amend Exhibit A to reflect the new approved rates.



**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 that are not addressed in this Agreement shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

## **21.0 INSURANCE**

**21.1** NEXTLINK 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, NEXTLINK 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** NEXTLINK shall name BA as an additional insured on the foregoing insurance.

**21.3** NEXTLINK shall, within two (2) weeks of the date hereof and on a semi-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: Bell Atlantic, Insurance Administration Group, 1320 N. Court House Road, 4th Floor, Arlington, Virginia, 22201. In addition, NEXTLINK shall require its agents, representatives, or contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by NEXTLINK or NEXTLINK's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Pennsylvania, Inc. 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 December 31, 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. For purposes of this Section 22.3, the terms 'default,' 'violate,' and 'violation,' in all of their forms, shall mean 'materially default,' 'material default,' 'materially violate,' or 'material violation,' as appropriate.

## **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, arising from transactions or activities relating to this Agreement and to the extent proximately caused by the negligent or willful 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 Section 25.0 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. However, in the event the settlement or judgment requires a contribution from or affects the rights of the Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(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** 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 (collectively, "Errors") 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 for such Errors 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 and provided further that the foregoing shall not limit a Party's liability in the event of that Party's intentional acts or gross negligence.

**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 MONITORING REPORTS, STANDARDS AND REMEDIES**

### **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, including without limitation the rules set forth in 47 Code of Federal Regulations §§ 51.305(a)(3), 51.305(a)(5), 51.311(a), 51.311(b), and 51.313(b).

### **27.2 Performance Monitoring Reports, Standards and Remedies**

Schedule 27.2, "Performance Monitoring Reports, Standards and Remedies," is made a part of this Agreement and incorporated herein in its entirety.

## **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** 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 the FCC's disposition of an application by BA 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). In the event that NEXTLINK concludes that a change proposed by Bell Atlantic pursuant to this subsection in order to implement the FCC's disposition of a BA Section 271 application is detrimental to NEXTLINK, NEXTLINK may invoke the Dispute Resolution procedures in Section 29.9 of this Agreement.

**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 NEXTLINK is a Limited Liability Partnership 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, and 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. Access to the other Party’s Proprietary Information shall be afforded only to persons having a need to know of such information, based on the direct responsibilities of his or her job, but in no event shall access to the other Party’s Proprietary Information be afforded to any employee or agent of a Party having any responsibility for marketing or selling that Party’s service to customers.

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, electromagnetic 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 imposed, or sought to be imposed, on or with respect to such services, facilities or arrangements furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on net income (a "Tax") is required or expressly 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 separately identifying the Tax to the extent permitted by Applicable Law, (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 (as defined for tax purposes) 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 29.6.7 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 29.6.7. If Applicable Law exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not bill such Tax to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to such Tax, setting forth the basis therefor, and satisfying any other requirements under Applicable Law. If any authority seeks to collect any such Tax that the purchasing Party has determined and certified not to be payable, or any such Tax that was not billed by the providing Party, the purchasing Party may participate in or, with the consent of the

providing Party, conduct the contest of the same in good faith, at the purchasing Party's own expense. In any such contest which is conducted by the purchasing Party, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority. In the case of the providing Party's forbearing to collect a Tax pursuant to the second sentence of this section, the purchasing Party shall indemnify the providing Party, holding the providing Party harmless on an after-tax basis, against any claims, losses, damages, and expenses arising from the providing Party's forbearing to collect a Tax pursuant to this Section 29.6.5, including, without limiting the generality of the foregoing, interest, penalties and additions to Tax.

29.6.6 If any discount or portion of a discount in price provided to NEXTLINK under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to BA because it was anticipated that receipts from sales of BA services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the BA services would be sold to NEXTLINK for resale (as defined for tax purposes), and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to NEXTLINK, then, as between BA and NEXTLINK, NEXTLINK shall be liable for, and shall indemnify and hold harmless BA against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either NEXTLINK or BA with respect to the Tax on BA's receipts.

29.6.7 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 Corporation  
1095 Avenue of the Americas, Room 3109  
New York, NY 10036

To NEXTLINK:                              Renardo L. Hicks  
NEXTLINK Pennsylvania, LLP  
2690 Commerce Drive  
Harrisburg, PA 17110

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 unless such statement is submitted over 120 days after the charges therein were incurred.

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 and shall provide notice to the Commission, by filing a letter with the Secretary and a copy to the Office of Administrative Law Judge, Mediator Section, detailing the nature of the dispute as well as the final resolution thereof.

## **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 NEXTLINK:

Renardo L. Hicks  
NEXTLINK Pennsylvania, LLP  
2690 Commerce Drive  
Harrisburg, PA 17110  
Facsimile: (717) 441-1109

with a copy to:

Daniel Gonzalez  
NEXTLINK Communications, Inc.  
1730 Rhode Island Ave NW, Suite 1000  
Washington, DC 20036  
Facsimile: (202) 721-0995

To BA:

Director - Interconnection Services  
Bell Atlantic Network Services, Inc.  
1320 N. Courthouse Road  
2nd 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 NEXTLINK 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 NEXTLINK on a quarterly basis via an "all users of access" letter or similar written notice or by providing information on a publicly available BA Internet website 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 Except as may be expressly provided herein, nothing in this Agreement shall be construed as the grant of a license 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, provided however, that each Party herein grants such rights to the other Party to the extent the granting Party has the authority to grant such rights without the payment of additional fees or incurring additional expenses and such rights are required to provide the services and elements covered under this Agreement. NEXTLINK agrees that the rights granted by BA hereunder shall, where applicable, be subject to the restrictions, if any, contained in any

current software license agreements between BA and BA's software vendors. From and after the Effective Date of this Agreement, BA shall make commercially reasonable efforts not to enter into any software license agreements that would materially impair its ability to perform its obligations hereunder; provided, however, that NEXTLINK acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to NEXTLINK.

29.14.2 Except as expressly provided in Section 29.14.1, 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 either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other written notice at least ninety (90) days prior to the incorporation of any such upgrades in its network that will materially affect the other's service, and shall exercise reasonable efforts to provide at least one hundred eighty (180) days notice where practicable. In addition, each Party shall comply with the FCC Network Disclosure rules set forth in the FCC Regulations to the extent applicable. Each Party 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. The following obligations of the Parties 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 including but not

limited to: disputed amounts (Section 29.8), limitation on liability (Section 26.0), confidentiality (29.4) and definitions (Section 1.0) .

### **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.

### **29.22 Year 2000 Compliance**

(a) As used herein, the term "Year 2000 Compliant" shall mean that, on and after January 1, 2000, a Party's provision of services to the other Party hereunder shall not be materially impaired because of the failure of the providing Party's owned or operated systems, software or equipment to correctly process, calculate and transmit dates of January 1, 2000 or later, or data relating to dates of January 1, 2000 or later.



(b) Each Party's goal is to have all its network services Year 2000 Compliant by June 30, 1999. Not later than June 30, 1999, each Party will notify the other Party by letter, newsletter, bill insert, Internet website, or any combination thereof, regarding the Year 2000 Compliance status of services to be provided to the other Party hereunder. Where a service is reported as non-compliant, the notice will include the anticipated target date for such compliance.

(c) Each Party warrants that the services to be provided to the other Party hereunder will be Year 2000 Compliant, as provided in subsection (a) above. In the event of a breach of the foregoing warranty, the following exclusive remedies shall apply: (i) the breaching Party, at its own cost, shall remedy the breach as quickly as commercially reasonable; and (ii) for each day that the breach continues, the non-breaching Party shall receive a credit equal to one thirtieth (1/30th) of the monthly rate for the affected service or portion thereof. In no event shall a Party's liability for breach of the foregoing warranty exceed the remedies set forth in this paragraph.

(d) Each Party will periodically provide the other Party with information regarding Year 2000 Compliance testing of its services, to the extent that such party provides such information publicly.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 30<sup>th</sup> day of November, 1998.

NEXTLINK PENNSYLVANIA, L.P.

BELL ATLANTIC-  
PENNSYLVANIA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**BELL ATLANTIC - PENNSYLVANIA, INC.**

**DETAILED SCHEDULE OF ITEMIZED CHARGES**

**A. BA SERVICES, FACILITIES, AND ARRANGEMENTS:<sup>1</sup>**

<b>Service or Element Description:</b>	<b>Recurring Charges:</b>	<b>Non-Recurring Charge:</b>
<b>I. Local Call Termination<sup>2</sup></b>		
Traffic Delivered at BA End Office	\$.001864/MOU	Not Applicable
Traffic Delivered at BA Tandem or Local Serving		
Wire Center	\$.002902/MOU	Not Applicable

<sup>1</sup> Unless a citation is provided to a generally applicable BA tariff, all listed rates and services available only to NEXTLINK 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 NEXTLINK 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.

<sup>2</sup> See note 6 regarding measurement and calculation of local traffic termination charges.

<b>II. Unbundled Transport</b>		
<b>A. Dedicated Transport</b>		
Voice Grade/DS-0	\$10.37/Month & \$.03/Mile/Month	Voice Grade/DS-0, DS-1, DS-3 & DDS: \$1.05/Service Order, \$353.70/Initial Facility & \$24.00/Additional Facility (if purchased when initial facility ordered)
DS-1	\$37.66/Month & \$.66/Mile/Month	
DS-3	\$526.72/Month & \$18.66/Mile/Month	
DDS	\$10.74/Month & \$.04/Mile /Month	
<b>B. Common Transport</b>		
Tandem Switching	\$.000836/MOU	Not Applicable
Transport Fixed	\$.000152/MOU	Not Applicable
Transport Per Mile	\$.000004/MOU	Not Applicable

**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
4Wire 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 & \$331.87/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 & \$331.87/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	\$31.98 Programming Charge/Half Hour
DS-0 Cross-Connect	\$20.54/Port/Month	\$26.17/Port
DS-1 Cross-Connect	\$71.92/Port/Month	\$32.71/Port

<b>II. Unbundled Transport (Continued)</b>		
<b>E. Mid-span meet arrangements</b>	To be charged in accordance with the requirements of Section 4.3 of the Agreement	
<b>III. Unbundled Switching<sup>3</sup></b>		
<b>A. Local Switching Ports</b>		
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>B. Tandem Switching Usage</b>	\$0.0008360/MOU	Not Applicable
<b>C. Local Switching Usage</b>		
Originating With Vertical Features	\$0.011067/MOU	Not Applicable
Terminating With Vertical Features	\$0.006143/MOU	Not Applicable

<sup>3</sup> 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.

**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

**IV. Unbundled Loops (Continued)**

Customer Specified Signaling - 2 Wire

Density Cell:

1 - \$11.52/Month

2 - \$12.71/Month

3 - \$16.12/Month

4 - \$23.11/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

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



**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

**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 DS0 CO side to equipment

\$.41/Month

Not Applicable

Virtual DS0 with RFT CO side MDF to equipment

\$1.20/Month

Not Applicable

Virtual DS1 with EDSX (1DS1 + 24 DS0's with IDLC)

\$60.21/Month

Both:  
 \$1.05/Service Order  
 \$544.36/Initial

Virtual DS1 with CFA (24DS0s with IDLA)

\$44.08/Month

Installation &  
 \$210.46/Additional Installations

<b>V. Collocation Cross-Connection (Continued)</b>		
<b>B. Other</b>		
Physical DS3	\$84.27/Month	
Physical DS1	\$15.72/Month	All:
Virtual DS3	\$88.81/Month	\$1.05/Service Order
Virtual DS1	\$16.12/Month	\$481.36/Initial
		Installation &
		\$194.71/Additional
		Installations

<b>VI. Time and Materials</b>		
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
<b>VII. Signaling and Databases</b>		
<b>A. STP Port</b>		
Termination	\$640.02/Month	\$94.15/Port
Access	\$.47/Mile/Month	\$1.05/Service Order \$274.06/Initial Facility & \$24.01/Additional Facility
<b>B. 800/888 Database</b>		
Basic Query	\$.000835/Query	Not Applicable
Vertical Query	\$.000343/Query	Not Applicable

**VII. Signaling and Databases (Continued)**

**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 NEXTLINK'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. NEXTLINK Network Query	\$.0007/Query	Not Applicable
c. NEXTLINK Switch Query	\$.0007/Query	Not Applicable
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. NEXTLINK Network Service Activation	Not Applicable	\$8.37/Service Activated/Line
c. NEXTLINK Switch Service Activation	Not Applicable	\$8.37/Service Activated/Line

**D. AIN Service Creation (ASC) Service (Continued)**

Service Modification		
DTMF Update	\$.1080/Occurrence	Not Applicable
Switch Based Announcement	\$.005/Announcement	Not Applicable

**VIII. 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 NEXTLINK per separate arrangement

<b>IX. Operator Services/Directory Assistance</b>		
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

<b>X. Access to Operation Support Systems</b>		
<b>A. Pre-Ordering</b>	\$.22/Query	Not Applicable
<b>B. Ordering</b>	\$3.34/Transaction	Not Applicable
<b>C. Provisioning</b>	Included in Ordering	Not Applicable
<b>D. Maintenance &amp; Repair</b>		
<b>1. ECG Access</b>	\$.22/Query	Not Applicable
<b>2. EB/OSI Access</b>	\$1.16/Trouble Ticket	Not Applicable
<b>E. Billing</b>		
<b>1. CD-ROM</b>	\$246.59/CD-ROM	Not Applicable
<b>2. Daily Usage File</b>		
<b>a. Existing Message Recording</b>	\$.000258/Message	Not Applicable
<b>b. Delivery of DUF</b>		
Data Tape	\$17.18/Tape	\$61.39/Programming Hour
Network Data Mover	\$.000094/Message	Not Applicable
CMDS	\$.000094/Message	\$61.39/Programming Hour
<b>c. DUF Transport</b>		
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
<b>XI. Exchange Access Service</b>		
Interstate	Per BA-FCC tariff number 1	
Intrastate	Per BA-PA tariff number 302	

<b>XII. Number Portability</b>		
Interim (using RCF)	\$1.50/Month/Ported Number	\$5.00/Service Order \$4.00/Installation/No. at same location
Permanent Access pass-through to number portability purchaser	Per permanent funding mechanism when established. In accordance with Section 14.5 of Agreement	
<b>XIII. 911/E911</b>		
Transport	Per section II above.	
Data Entry and Maintenance	No Charge	
<b>XIV. Poles Conduits &amp; ROW</b>		
	Per contract rates pursuant to 47 U.S.C. sec. 224	
	Illustrative:	
	Duct: \$5.45/Foot/Year	
	Pole: \$3.98/Attachment/Year	
<b>XV. Network Interface Device (NID)</b>		
	\$.68/Month	Not Applicable
<b>XVI. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)</b>		
	No Charge	
<b>XVII. Local Dialing Parity</b>		
	No Charge	
<b>XVIII. Customized Routing</b>		
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.	



**XIX. Wholesale Discount for Resale of Retail Telecommunications Services<sup>4</sup>**

Resale of retail services if NEXTLINK provides own operator services platform	20.69%
Resale of retail services if NEXTLINK 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.

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<sup>4</sup> 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>B. NEXTLINK SERVICES, FACILITIES, AND ARRANGEMENTS:</b>		
<b>Service or Element Description:</b>	<b>Recurring Charges:</b>	<b>Non-Recurring Charge:</b>
<b>I. Local Call Termination<sup>5</sup></b>		
Traffic Delivered at End Office	\$.001864/MOU	Not Applicable
Traffic Delivered at Tandem or Local Serving Wire Center	\$.002902/MOU	Not Applicable
<b>II. Number Portability</b>		
Interim	\$1.50/Month/Ported Number	\$5.00/Service Order \$4.00/Installation/No. at same location
Permanent Access pass-through to number portability purchaser	Per permanent funding mechanism when established. In accordance with Section 14.5 of Agreement	
<b>III. Exchange Access Service</b>		
Interstate	Per NEXTLINK FCC exchange access tariff.	
Intrastate	Per NEXTLINK PA tariff exchange access tariff.	
<b>IV. Local Dialing Parity</b>	No Charge	
<b>V. All Other NEXTLINK Services Available to BA for Purposes of Effectuating Local Exchange Competition</b>	Available at NEXTLINK's tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to NEXTLINK.	
<b>VI. Other Services</b>	\$.03/Call	No Charge
<b>Information Service Billing Fee</b>		

<sup>5</sup> See note 6 regarding measurement and calculation of local traffic termination charges.

6 LOCAL TRAFFIC TERMINATION RATES

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: \$.001864 per mou.

B. Charges by NEXTLINK

1. Single-tiered interconnection structure:

NEXTLINK’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 NEXTLINK to the BA LSWC or BA Access Tandem for most recent billed quarter.

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

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

NEXTLINK Charge at the NEXTLINK-IP =

$$\frac{(LSWC/Access Tandem Minutes \times \$0.002902) + (End Office Minutes \times \$0.001864)}{Total Minutes}$$

For the first year after the Effective Date, the NEXTLINK 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 NEXTLINK to any carrier)

(a) Local Traffic delivered to NEXTLINK LSWC or NEXTLINK Access Tandem: \$.002902

(b) Local Traffic delivered to terminating NEXTLINK End Office/node: \$.001864

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 NEXTLINK termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the NEXTLINK-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to NEXTLINK under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single NEXTLINK termination rate is also intended to provide financial incentives to NEXTLINK to deliver traffic directly to BA's terminating End Offices once NEXTLINK's traffic volumes reach an appropriate threshold.

**BONA FIDE REQUEST PROCEDURES**

1. The following procedures shall apply to any Bona Fide Request submitted by NEXTLINK to BA for: (a) an Interconnection or access to an unbundled Network Element not otherwise provided hereunder at the time of such request, (b) an Interconnection or connection to a Network Element that is different in quality to that which BA provides to itself at the time of such request, (c) Collocation at a location other than a BA Central Office, and (d) such other arrangement, service, or Network Element for which a BFR is required under the Agreement. Items (a) through (d) above may be referred to individually as a “BFR Item.” If NEXTLINK’s request for Items (a) through (d) is similar to a prior CLEC’s Bona Fide Request in terms of geographic location, equipment, type of customer served and rate structure, NEXTLINK will not be required to submit a BFR for that item(s). The BFR procedures set forth herein do 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 BFR shall be submitted in writing and shall include a technical description of each requested BFR Item, and a forecast (e.g. volume requested, locations, dates) for such Item.
3. NEXTLINK may cancel a BFR at any time, but shall pay BA’s reasonable and demonstrable costs of processing, implementing the BFR, and/or developing the BFR Item up to the date of cancellation, and any wind-up costs resulting therefrom.
4. Within fifteen (15) business days of receipt of the BFR, BA will respond in one of the following ways:
  - (a) provide confirmation that the BFR is technically feasible and the date BA will deliver a price proposal, including a service description, pricing and an estimated schedule for availability;
  - (b) request a face-to-face meeting between technical representatives of both Parties to further explain the request;
  - (c) inform NEXTLINK that BA must do laboratory testing (at NEXTLINK’s expense) to determine whether the request is technically feasible;
  - (d) inform NEXTLINK that BA must do field testing (at NEXTLINK’s expense) to determine whether the request is technically feasible;
  - (e) inform NEXTLINK that it is necessary for the Parties to undertake a joint technical/operational field test (at NEXTLINK’s expense) in order to determine both technical feasibility and operational cost impacts; or

- (f) provide a written explanation that it is not technically feasible to comply with the request and/or the BFR Item does not qualify as one that is required to be provided under the Act.
- 5. Within ten (10) business days of receiving BA's response from Step 4(c), 4(d), or 4(e), NEXTLINK shall:
  - (a) negotiate a mutually agreeable schedule for BA's testing and agree to pay BA for the testing costs, in the case of Steps 4(c) or (d); or
  - (b) negotiate a mutually agreeable schedule for joint technical/operational field testing, and agree to pay BA the costs, in the case of Step 4(e).
- 6. Within ten (10) days of receiving BA's confirmation (from Step 4(a)), NEXTLINK shall:
  - (a) accept BA's price proposal date and agree to pay BA the cost of developing the proposal;
  - (b) negotiate a different date for BA to deliver the price proposal, and agree to pay BA the cost of developing the proposal; or
  - (c) abandon the request.
- 7. Unless the Parties have agreed to another date, BA will deliver the BFR Item price proposal to NEXTLINK in response to Step 5 or Step 6 as soon as reasonably practicable, but no later than ninety (90) days from the date BA provided the price proposal date, unless such delivery is technically unreasonable given the nature of the BFR. The price proposal shall include a service description of the BFR Item, the costs, including costs associated with the development of the BFR Item, and an estimated availability schedule.
- 8. NEXTLINK accepts BA's price proposal or negotiates mutually acceptable changes.
- 9. BA makes the BFR Item available in accordance with Step 7.
- 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 BFR believes that the other Party is not requesting, or negotiating or processing the BFR 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.

**INTRALATA TELECOMMUNICATIONS SERVICES SETTLEMENT AGREEMENT**

This Agreement is entered into as of \_\_\_\_\_, 1998, by and between Bell Atlantic - Pennsylvania, Inc., a Pennsylvania corporation, with principal offices located at 1717 Arch Street, Philadelphia, PA 19103 (“BA-PA”), and NEXTLINK Pennsylvania, L.L.P., a Pennsylvania Limited Liability Partnership, with principal offices located at 925 Berkshire Blvd., Wyomissing, PA 19610 (“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-PA 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-PA within a BA-PA 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-PA, 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-PA 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 Pennsylvania Public Utilities Commission to provide Local Exchange Access services within the BA-PA 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 Pennsylvania Public Utilities Commission 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-PA which, with respect to its operations within the Commonwealth of Pennsylvania, is an incumbent Local Exchange Carrier.

Z. Inter-Company Net Billing Statement shall mean the separate monthly financial reports issued by BA-PA 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-PA for calculating charges between BA-PA 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-PA 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-PA 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-PA will route ITORP Transit Service Traffic over the combined local and toll trunk groups between BA-PA and Carrier. BA-PA 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-PA 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-PA 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-PA to Carrier hereunder. Carrier will record the ITORP Transit Service Traffic usage at its switch, and shall bill BA-PA 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 April 17, 1998, by and between BA-PA and Carrier.

(b) Meet-Point Transit Service Traffic.

(1) Call Routing and Recording; Billing Percentages. BA-PA and Carrier will route their respective Meet-Point Transit Service Traffic over the combined local and toll trunk groups between them. BA-PA 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-PA 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-PA and Carrier when the Originating and Terminating Company's End Office switches subtend BA-PA's Access Tandem. BA-PA will record this traffic at the BA-PA 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-PA 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-PA 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-PA 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-PA 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-PA of the switched access detail usage data referenced above.

(3) Billing. BA-PA 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-PA 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-PA):

Magnetic tapes to be sent hereunder to BA-PA will be sent to the following address(es), as appropriate (which address(es) BA-PA 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-PA, 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-PA 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-PA, 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-PA 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-PA 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-PA, 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-PA for administering and processing ITORP.

(2) Payment of Amounts Outstanding. Upon receipt of the Inter-Company Net Billing Statement from BA-PA, Carrier shall, within thirty (30) days of invoice, remit to BA-PA 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-PA 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-PA. BA-PA 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-PA for the administration and processing of ITORP as specified in Attachment A.
2. Notify BA-PA 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-PA 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-PA's ITORP record requirements and standards.
5. Carrier or its designated agent will forward the Exchange Message Records to BA-PA, in a timely manner for processing.
6. Inform the BA-PA 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-PA 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-PA 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-PA, at its discretion and upon notice to Carrier, based on annual studies conducted by BA-PA, 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-PA 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-PA 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 April 17, 1998, by and between BA-PA and Carrier expires without being renewed, or expires or is terminated and no other interconnection agreement has been entered into by BA-PA 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-PA:	Address:	1320 N. Court House Road, 2nd 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-PA 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 Commonwealth of Pennsylvania, 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-PA 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:

[Carrier]

By:

Witness:

Bell Atlantic - Pennsylvania, Inc.

By:



**ATTACHMENT A**

**BASIS OF COMPENSATION**

**CHARGES FOR ADMINISTRATION OF ITORP AND ITORP PROCESSING**

A. Bell Atlantic - Pennsylvania, 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

Rate Element	Billing Company
Carrier Common Line	Carrier
End Office	Carrier
Transport	based on negotiated billing percentages (BIPs)

### II.

800/888 - Terminating to or originating from Carrier Customers

Rate Element	Billing Company
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

Rate Element	Billing Company
Local E.O. Termination Charge	Carrier
Transport	based on negotiated billing percentages (BIPs)

## 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.

<b>LATA in PENNSYLVANIA</b>	<b>Milestone</b>	<b>Date</b>
LATA 228 (Philadelphia)	LATA Start Date	COMPLETE
	SS7 Certification, Collocation, Operator Services/DA Facilities, and NXX(s) Applied For	COMPLETE
	Parties Agree on Trunking Arrangements for Traffic Exchange	COMPLETE
	Valid Access Service Request(s) (“ASRs”) for Traffic Exchange Trunk Groups and Routing Information Received by BA	COMPLETE
	Valid Orders for 911 Facilities Received by BA	COMPLETE
	All Trunks (Traffic Exchange, Operator Services/DA, 911) Tested and Turned Up	COMPLETE
	SS7 Certification Achieved; Collocation Arrangements Complete for Trunk Interconnection and Access to Network Elements	COMPLETE
	Arrangements for Alternate-Billed Calls Agreed Upon	COMPLETE
	Call-through Testing Completed; “Interconnection Activation Date”	COMPLETE

<b>LATA in PENNSYLVANIA</b>	<b>Milestone</b>	<b>Date</b>
LATA 232 (Northeast)	LATA Start Date	COMPLETE
	SS7 Certification, Collocation, Operator Services/DA Facilities, and NXX(s) Applied For	COMPLETE
	Parties Agree on Trunking Arrangements for Traffic Exchange	COMPLETE
	Valid Access Service Request(s) (“ASRs”) for Traffic Exchange Trunk Groups and Routing Information Received by BA	COMPLETE
	Valid Orders for 911 Facilities Received by BA	COMPLETE
	All Trunks (Traffic Exchange, Operator Services/DA, 911) Tested and Turned Up	COMPLETE
	SS7 Certification Achieved; <sup>1</sup> Collocation Arrangements Complete for Trunk Interconnection and Access to Network Elements <sup>2</sup>	COMPLETE
	Arrangements for Alternate-Billed Calls Agreed Upon	COMPLETE
	Call-through Testing Completed; “Interconnection Activation Date”	COMPLETE

<b>LATA in PENNSYLVANIA</b>	<b>Milestone</b>	<b>Date</b>
LATA 226 (Capital)	LATA Start Date	COMPLETE
	SS7 Certification, Collocation, Operator Services/DA Facilities, and NXX(s) Applied For	COMPLETE
	Parties Agree on Trunking Arrangements for Traffic Exchange	COMPLETE
	Valid Access Service Request(s) (“ASRs”) for Traffic Exchange Trunk Groups and Routing Information Received by BA	COMPLETE
	Valid Orders for 911 Facilities Received by BA	COMPLETE
	All Trunks (Traffic Exchange, Operator Services/DA, 911) Tested and Turned Up	COMPLETE
	SS7 Certification Achieved; <sup>1</sup> Collocation Arrangements Complete for Trunk Interconnection and Access to Network Elements <sup>2</sup>	COMPLETE
	Arrangements for Alternate-Billed Calls Agreed Upon	COMPLETE
	Call-through Testing Completed; “Interconnection Activation Date”	COMPLETE

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 NEXTLINK 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 NEXTLINK, and (ii) residential Telephone Exchange Service shall be considered “fully operational” in a LATA in PENNSYLVANIA when NEXTLINK has an effective Tariff for residential Telephone Exchange Service in 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 NEXTLINK.

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

<sup>1</sup> 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.

**SCHEDULE 4.0**

**PENNSYLVANIA**

NEXTLINK IPs

HARRISBURG DMS-500  
991 Peiffers lane  
Harrisburg, Pa 17109-5908

PHILADELPHIA DMS-500  
2400 Market St  
Ste 400  
Philadelphia, Pa 19103-3031

BA IPs

900 Race Street  
Philadelphia, PA 19107  
(Market)

1050 Virginia Drive  
Fort Washington, PA 19034  
(Fort Washington)

210 Pine Street  
Harrisburg, PA 17101

121 Adams Avenue  
Scranton, PA 18503

## 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) NEXTLINK, at the NEXTLINK-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) NEXTLINK, at the NEXTLINK-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 NEXTLINK'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 NEXTLINK 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) NEXTLINK, 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 NEXTLINK Wire Center is located, over a CCSAC link. Alternatively, NEXTLINK 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, NEXTLINK may elect to interconnect through a commercial SS7 hub provider.

11. 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 NEXTLINK Customers**

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

##### **Intrastate Access - Terminating to or originating from NEXTLINK Customers**

<b>Rate Element</b>	<b>Billing Company</b>
Carrier Common Line	NEXTLINK
Local Switching	NEXTLINK
Interconnection Charge	NEXTLINK
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport	Based on negotiated billing percentage (BIP)
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), NEXTLINK 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 NEXTLINK's NID;

(b) Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected 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., NEXTLINK, its agent, the building owner or the Customer).

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

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

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

5. In no case shall NEXTLINK 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 NEXTLINK 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. NEXTLINK 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. NEXTLINK may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which BA does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. BA shall develop and provide these requested services where technically feasible with the agreement of NEXTLINK 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 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 NEXTLINK Usage Information to NEXTLINK 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 NEXTLINK.

1.1.4 “BA OSS Information” means any information accessed by, or disclosed or provided to, NEXTLINK 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 NEXTLINK Customer accessed by, or disclosed or provided to, NEXTLINK through or as a part of BA OSS Services; and, (b) any NEXTLINK Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, NEXTLINK.

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 “NEXTLINK Usage Information” means the usage information for a BA Retail Telecommunications Service purchased by NEXTLINK 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 NEXTLINK, BA shall provide to NEXTLINK, 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 NEXTLINK.

## 1.3 NEXTLINK Usage Information

1.3.1 Upon request by NEXTLINK, BA shall provide to NEXTLINK, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), NEXTLINK Usage Information.

1.3.2 NEXTLINK Usage Information will be available to NEXTLINK 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 NEXTLINK 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, the manner in which, and the frequency with which, NEXTLINK Usage Information will be provided to NEXTLINK shall be determined by BA.

## 1.5 Access to and Use of BA OSS Facilities

1.5.1 BA OSS Facilities may be accessed and used by NEXTLINK only to the extent necessary for NEXTLINK's access to and use of BA OSS Services pursuant to the Agreement.

1.5.2 BA OSS Facilities may be accessed and used by NEXTLINK only to provide Telecommunications Services to NEXTLINK Customers.

1.5.3 NEXTLINK shall restrict access to and use of BA OSS Facilities to NEXTLINK. This Schedule 12.3 does not grant to NEXTLINK any right or license to grant sublicenses to other persons, or permission to other persons (except NEXTLINK's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use BA OSS Facilities.

1.5.4 NEXTLINK 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 NEXTLINK's use under this Schedule 12.3.

1.5.5 NEXTLINK 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).

1.5.6 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 NEXTLINK only in connection with NEXTLINK's use of BA OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by NEXTLINK as Confidential Information of BA pursuant to subsection 29.4 of the Agreement; and, (d) shall be destroyed or returned by NEXTLINK to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.5.7 NEXTLINK's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for NEXTLINK's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by NEXTLINK'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 1.5.6 and 1.6.3.3 of this Schedule 12.3.

## 1.6 BA OSS Information

1.6.1 Subject to the provisions of this Schedule 12.3 and Applicable Law, BA grants to NEXTLINK a non-exclusive license to use BA OSS Information.

1.6.2 All BA OSS Information shall at all times remain the property of BA. Except as expressly stated in this Schedule 12.3, NEXTLINK shall acquire no rights in or to any BA OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all BA OSS Information, except (a) NEXTLINK Usage Information, (b) CPNI of NEXTLINK, and (c) CPNI of a BA Customer or a NEXTLINK Customer, to the extent the Customer has authorized NEXTLINK to use the Customer Information.

1.6.3.2 BA OSS Information may be accessed and used by NEXTLINK only to provide Telecommunications Services to NEXTLINK Customers.

1.6.3.3 NEXTLINK 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.

1.6.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to NEXTLINK any right or license to grant sublicenses to other persons, or permission to other persons (except NEXTLINK’s employees, agents or contractors, in accordance with Section 1.6.3.5 below, to access, use or disclose BA OSS Information.

1.6.3.5 NEXTLINK’s employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for NEXTLINK’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 NEXTLINK’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 1.6.3.3 above.

1.6.3.6 NEXTLINK’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 NEXTLINK to provide Telecommunications Services to NEXTLINK Customers; (b) termination of the license in accordance with this Schedule 12.3; or (c) expiration or termination of the Agreement.

1.6.3.7 All BA OSS Information received by NEXTLINK shall be destroyed or returned by NEXTLINK to BA, upon expiration, suspension or termination of the license to use such BA OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 above), NEXTLINK’s access to BA OSS Information through BA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5.1 Without in any way limiting subsection 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit NEXTLINK to ascertain whether NEXTLINK is complying with the requirements of Applicable Law and this Agreement with regard to NEXTLINK’s access to, and use and disclosure of, BA OSS Information.



1.6.5.2 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 NEXTLINK's access to and use of BA OSS Information which is made available by BA to NEXTLINK pursuant to this Agreement, to ascertain whether NEXTLINK is complying with the requirements of Applicable Law and this Agreement, with regard to NEXTLINK'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 NEXTLINK's access to and use of BA OSS Information which is made available by BA to NEXTLINK through BA OSS Facilities.

1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of NEXTLINK pursuant to subsection 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 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.

1.6.6 NEXTLINK 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.

## 1.7 Liabilities and Remedies

1.7.1 Any breach by NEXTLINK, or NEXTLINK's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if NEXTLINK or an employee, agent or contractor of NEXTLINK at any time breaches a provision of Sections 1.5 or 1.6 above and such breach continues for more than ten (10) days after written notice thereof from BA, then, except as otherwise required by Applicable Law, BA shall have the right, upon notice to NEXTLINK, to suspend the license to use BA OSS Information granted by Section 1.6.1 above and/or the provision of BA OSS Services, in whole or in part.

1.7.2 NEXTLINK agrees that BA would be irreparably injured by a breach of Sections 1.5 or 1.6 above by NEXTLINK or the employees, agents or contractors of NEXTLINK, 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.

## 1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 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.

## 1.9 Cooperation

NEXTLINK, at NEXTLINK's expense, shall reasonably cooperate with BA in using BA OSS Services. Such cooperation shall include, but not be limited to, the following:

1.9.1 Upon request by BA, NEXTLINK shall by no later than the fifteenth (15th) day of each calendar month 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 NEXTLINK anticipates submitting orders in each week of the next calendar month.

1.9.2 Upon request by BA, NEXTLINK shall submit to BA reasonable, good faith estimates of other types of transactions or use of BA OSS Services that NEXTLINK anticipates.

1.9.3 NEXTLINK 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.

1.9.4 NEXTLINK 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.

## 1.10 BA Access to Information Related to NEXTLINK Customers

1.10.1 BA shall have the right to access, use and disclose information related to NEXTLINK 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 NEXTLINK Customer in the manner required by Applicable Law.

1.10.2 Upon request by BA, NEXTLINK shall negotiate in good faith and enter into a contract with BA, pursuant to which BA may obtain access to NEXTLINK's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit BA to obtain information related to NEXTLINK Customers (as authorized by the applicable NEXTLINK Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

## 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 NEXTLINK prior to, or in lieu of, BA's provision of the BA OSS Service to NEXTLINK. 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 NEXTLINK.

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 1.5 through 1.9 above shall also apply to BA Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to BA OSS Services shall be deemed to include BA Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to BA OSS Information shall be deemed to include information made available to NEXTLINK 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.

## SCHEDULE 27.2

### **PERFORMANCE MONITORING REPORTS, STANDARDS AND REMEDIES**

#### 1. Performance Monitoring Reports

1.1. Subject to the provisions of this Schedule 27.2, BA shall provide to NEXTLINK performance monitoring reports (“Performance Monitoring Reports”) for services and facilities provided by Bell Atlantic. The Performance Monitoring Reports will include the measurements set forth in subsections (a) through (d) of this Section 1.1, to the extent the measurements set forth in a subsection are applicable to the services set forth in such subsection: (a) for services provided to Bell Atlantic’s retail customers, in the aggregate, the measurements stated in Appendix 1, Section 6, “Retail”; (b) for services and facilities provided to any Bell Atlantic local exchange affiliate purchasing Interconnection,<sup>1</sup> if Bell Atlantic decides to operate a wholesale carrier, the measurements stated in Appendix 1, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, and Section 4, “Network Interconnection Trunks”; (c) for services and facilities provided to carriers purchasing Interconnection, in the aggregate, the measurements stated in Appendix 1, Section 1, “OSS”, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, Section 4, “Network Interconnection Trunks”, and Section 5, “CLEC Billing”; and, (d) for services and facilities provided to NEXTLINK, the measurements stated in Appendix 1, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, and Section 4, “Network Interconnection Trunks”.<sup>2</sup>

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<sup>1</sup> As used in this Schedule 27.2, Section 1.1, “Interconnection” includes interconnection, transport and termination, services for resale, and/or access to unbundled network elements, under Section 251 of the Act, as amended.

<sup>2</sup> The measurements listed in subsections (b), (c) and (d), do not include Section 4, “Network Interconnection Trunks”, Measurement 19, “% Common Final Trunk Blockage”. The measurements listed in subsections (b) and

1.2 The Performance Monitoring Reports shall be provided on a calendar quarter basis (January through March, April through June, July through September, October through December) with monthly information detail. The Performance Monitoring Reports shall be provided within forty-five (45) days after the completion of each calendar quarter. The first Performance Monitoring Reports shall cover the calendar quarter of [July through September], 1998.

## 2. Performance Metrics, Standards and Remedies

2.1 Appendix 2 sets out performance standards for 21 service quality measurement items (“Performance Metrics”) listed in the Performance Monitoring Reports. BA shall measure on a calendar quarter basis BA’s performance for each Performance Metric for service provided to NEXTLINK.

2.2 If for any calendar quarter BA fails to meet the standard for a Performance Metric for service provided to NEXTLINK, BA will conduct an investigation with regard to the failure.

The investigation will review the validity of the measurement for the Performance Metric, and, if the measurement is concluded to be valid, identify the cause of the failure. After identifying the cause of the failure, BA will take commercially reasonable action to correct the failure resulting from such cause. NEXTLINK shall provide all information and support reasonably requested by BA in order to enable BA to conduct the investigation and to correct any failure.

2.3.1 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2, above, to the extent the failure to meet the standard for a Performance Metric is caused by a Delaying Event. As used in this Schedule 27.2, “Delaying Event” means: (a) a failure by NEXTLINK to perform any of its obligations set forth in this Agreement; (b) any delay, act or failure to act by NEXTLINK or a customer, end-user, agent, affiliate, representative, vendor, or

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(d) do not include Section 2, “Unbundled Network Elements”, Measurement 7, “% Flow Through Orders”, and

contractor of NEXTLINK; (c) any Force Majeure Event as defined in Section 29.3 of the Agreement; (d) any event, delay, act or failure to act, beyond the reasonable control of BA; or, (e) such other event, delay, act or failure to act upon which the Parties may agree. In calculating a Performance Metric, BA may adjust the performance data to exclude any negative effect upon BA's meeting the standard for the Performance Metric caused by a Delaying Event. If, pursuant to this Section 2.3.1, BA adjusts performance data to exclude a negative effect upon BA's meeting the standard for a Performance Metric caused by a Delaying Event, BA shall provide to NEXTLINK a reasonably detailed description of the adjustment. If NEXTLINK disputes the appropriateness of the adjustment, either Party may seek resolution of the dispute in accordance with Section 29.9 of the Agreement.

2.3.2 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2 for any Performance Metric that shows a failure to meet a performance standard if BA can reasonably show that (a) the measurement for the Performance Metric does not have a statistically valid basis, or (b) the data measured for service provided to NEXTLINK cannot be validly compared to the measurement to which Appendix 2 specifies such data is to be compared (e.g., the measurement for service provided to BA retail customers). If, pursuant to the preceding sentence of this Section 2.3.2, BA excludes from action under Section 2.2 any Performance Metric, BA shall provide to NEXTLINK a reasonably detailed explanation of the basis for the exclusion. If NEXTLINK disputes the appropriateness of the exclusion, either Party may seek resolution of the dispute in accordance with Section 29.9 of the Agreement.

2.3.3 BA may exclude from consideration in calculating Performance Metrics any activities where NEXTLINK has requested a date due or other performance interval different from (greater

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Section 3, "Resale", Measurement 7, "% Flow Through Orders".

or less than) that which BA provides for its own retail customers or its other telecommunications carrier customers.

2.3.4 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2 for any Performance Metric where the data for two or more months in a calendar quarter have been excluded from consideration pursuant to the provisions of this Agreement.

2.4 [Deleted]

2.5 As used in Appendix 2 for those Performance Metrics where “Parity” is the standard, “Parity” will be determined in accordance with Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”.

### 3. Performance Measurements, Standards and Remedies

3.1 Appendix 3 sets forth eight (8) performance categories (“Performance Categories”). Each Performance Category is composed of one or more sub-categories and each sub-category shall qualify for an individual performance measurement (“Performance Measurement”). The Performance Measurement for each sub-category may be "0", a positive number (+1 or higher), or a negative number (-1 or less).

3.2 BA shall measure on a calendar quarter basis BA’s performance for each Performance Measurement for service provided to NEXTLINK. No later than sixty (60) days after the completion of each calendar quarter, BA shall forward to NEXTLINK a statement showing BA’s performance for each Performance Measurement for service provided to NEXTLINK and a calculation of each Performance Category point-score (“Performance Statement”).

3.3 If for any calendar quarter BA fails to obtain a point-score of “0” or higher for a Performance Measurement for service provided to NEXTLINK, BA will conduct an

investigation with regard to the failure. The investigation will review the validity of the measurement for the Performance Measurement, and, if the measurement is concluded to be valid, identify the cause of the failure. After identifying the cause of the failure, BA will take commercially reasonable action to correct the failure resulting from such cause. NEXTLINK shall provide all information and support reasonably requested by BA in order to enable BA to conduct this investigation and to correct any failure to obtain a point-score of “0” or higher for the Performance Measurement.

3.4.1 Subject to the provisions of this Schedule 27.2 and other applicable provisions of this Agreement, if the point-score for a Performance Category for service provided to NEXTLINK is a negative number (-1 or less) for two (2) consecutive calendar quarters, BA shall give a billing credit to NEXTLINK in the amount provided for in Appendix 3 (“Performance Credit”). A Performance Credit shall be given for the second consecutive calendar quarter and for each subsequent consecutive calendar quarter for which the point-score for the Performance Category is a negative number (-1 or less). Each Performance Statement shall include a statement showing any Performance Credit due to NEXTLINK. Each Performance Credit which is due shall be applied to an appropriate NEXTLINK bill no later than thirty (30) days after the Performance Statement stating that the Performance Credit is due is delivered to NEXTLINK.

3.4.2 If the point-score for a Performance Category for service provided to NEXTLINK is a positive number (+1 or more), BA may use the positive point-score for that Performance Category to off-set negative point-scores for that Performance Category for the next calendar quarter.

3.4.3.1 BA shall not be obligated to take investigative or corrective action pursuant to Section 3.3, or to pay a Performance Credit, to the extent the negative point-score for a Performance



Measurement or Performance Category is caused by a Delaying Event, as defined in Section 2.3.1, above. In calculating a Performance Measurement, BA may adjust the performance data to exclude any negative effect on BA's meeting the performance standard for the Performance Measurement caused by a Delaying Event. If, pursuant to this Section 3.4.3.1, BA adjusts performance data to exclude a negative effect on BA's meeting the performance standard for a Performance Measurement caused by a Delaying Event, BA shall provide to NEXTLINK a reasonably detailed description of the adjustment. If NEXTLINK disputes the appropriateness of the adjustment, either Party may seek resolution of the dispute in accordance with Section 29.9 of the Agreement.

3.4.3.2 BA may exclude from consideration in calculating Performance Category Point Scores and Performance Credits, and shall not be obligated to take investigative or corrective action pursuant to Section 3.3 with regard to, any Performance Measurement if BA can reasonably show that (a) the measurement for the Performance Measurement does not have a statistically valid basis, or (b) the data measured for service provided to NEXTLINK cannot be validly compared to the measurement to which Appendix 3 specifies such data is to be compared (e.g., the measurement for service provided to BA retail customers). If, pursuant to the preceding sentence of this Section 3.4.3.2, BA excludes from consideration in calculating Performance Category Point Scores and Performance Credits and from action under Section 3.3 any Performance Measurement, BA shall provide to NEXTLINK a reasonably detailed explanation of the basis for the exclusion. If NEXTLINK disputes the appropriateness of the exclusion, either Party may seek resolution of the dispute in accordance with Section 29.9 of the Agreement.

3.4.3.3 BA may exclude from consideration in calculating Performance Measurements any activities where NEXTLINK has requested a date due or other performance interval different from (greater or less than) that which BA provides for its own retail customers or its other telecommunications carrier customers.

3.4.3.4 BA may also exclude from consideration in calculating Performance Category point-scores and Performance Credits, and shall not be obligated to take investigative or corrective action pursuant to Section 3.3 with regard to, any Performance Measurement where the data for two or more months in a calendar quarter have been excluded from consideration pursuant to the provisions of this Agreement.

3.4.4 [Deleted]

3.4.5 As used in Appendix 3 for those Performance Measurements where “Parity” is the standard, “Parity” will be determined in accordance with Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”.

4. Notwithstanding anything in this Agreement to the contrary, the Performance Metrics, Performance Metrics standards, Performance Measurements, Performance Measurements standards, Performance Categories, and Performance Credits, provided for in this Schedule 27.2 shall also apply to NEXTLINK with regard to OSS, UNE, Resale Services, Interconnection Trunks, and other services and arrangements, purchased by BA from NEXTLINK. NEXTLINK shall for OSS, UNE, Resale Services, Interconnection Trunks, and other services and arrangements, purchased by BA from NEXTLINK, provide to BA Performance Monitoring Reports and Performance Statements similar to those to be provided by BA to NEXTLINK. If NEXTLINK fails to meet a standard for a Performance Metric or a Performance Measurement or incurs a negative point-score on a Performance Category, NEXTLINK shall (a) undertake

correction of the failure, to the same extent as BA would be required to undertake correction of the failure under this Schedule 27.2, and (b) give Performance Credits to BA, to the same extent as BA would be required to give Performance Credits to NEXTLINK under this Schedule 27.2.

5. Appendix 1 sets out definitions for terms that are used in this Schedule 27.2. Except as clearly stated otherwise in a particular instance, these definitions apply throughout this Schedule 27.2.

6. No provision of this Schedule 27.2 shall be deemed to require BA or NEXTLINK to provide service at a level of quality or performance which is in excess of the level of quality or performance required by Applicable Law. BA shall not be obligated under this Schedule 27.2 to undertake investigative or corrective action or provide Performance Credits, in any instance in which BA has provided service at the level of quality or performance required by Applicable Law. NEXTLINK shall not be obligated under this Schedule 27.2 to undertake investigative or corrective action or provide Performance Credits, in any instance in which NEXTLINK has provided service at the level of quality or performance required by Applicable Law.

7. NEXTLINK agrees that the information contained in the Performance Reports and the information contained in the Performance Statements is confidential and proprietary to BA, and shall be used by NEXTLINK solely for internal performance assessment purposes, for purposes of joint NEXTLINK 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 under this Agreement. NEXTLINK shall not otherwise disclose the information contained in the Performance Reports or Performance Statements to third-persons.

8. BA shall provide NEXTLINK with access to the available data and information necessary for NEXTLINK to verify the accuracy of the Performance Monitoring Reports provided by BA to NEXTLINK. NEXTLINK agrees that such data and information is confidential and proprietary to Bell Atlantic and shall be used by NEXTLINK solely for the purpose of verifying the accuracy of the Performance Monitoring Reports. NEXTLINK shall not disclose such data and information to third-persons. BA shall be obligated to retain data and information for access by NEXTLINK under this Section 8 only for the period of time required by Applicable Laws.

9. In providing Performance Reports to NEXTLINK, providing Performance Statements to NEXTLINK, providing NEXTLINK with access to data and information pursuant to Section 8, above, and otherwise performing its obligations under this Schedule 27.2, BA shall not be obligated, and may decline, to disclose to NEXTLINK any individually identifiable information pertaining to a person other than NEXTLINK, including, but not limited to, any other carrier customer of BA or any retail customer of BA.

10. The Parties acknowledge that this Schedule 27.2 is intended to implement obligations of BA under the FCC's Memorandum Opinion and Order in "In the Applications of NYNEX Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of NYNEX Corporation and Its Subsidiaries", File No. NSD-L-96-10, Released August 14, 1997. This Schedule 27.2 shall be interpreted and construed in a manner consistent with the FCC's Memorandum Opinion and Order.

**SCHEDULE 27.2**

**APPENDIX 1**

**PERFORMANCE MONITORING REPORTS**

**1. OSS:**

<b>Key Service Quality Measurements</b>	<b>Notes</b>
<b>OSS:</b>	
<b>Pre-Order Process:</b>	
<b>1. Pre-Order Response Time:</b>	<i>Not Carrier Specific</i>
<ul style="list-style-type: none"><li>• a. Customer Service Records</li></ul>	
<ul style="list-style-type: none"><li>• b. Other Pre-Order (Aggregate of the following):<ul style="list-style-type: none"><li>• Due Date Availability</li><li>• Product &amp; Service Availability Information</li><li>• Address Validation</li><li>• Telephone number availability and reservation</li></ul></li></ul>	
<b>2. Availability of BELL ATLANTIC interface to OSS access:</b>	<i>Not Carrier Specific</i>
<ul style="list-style-type: none"><li>• % ECG Uptime</li></ul>	

**2. UNBUNDLED NETWORK ELEMENTS (“UNE”):**

Key Service Quality Measurements	Notes
<b>Ordering Process:</b>	
<b>3. Order Confirmation Timeliness:</b>	
<u>POTS:</u>	
<ul style="list-style-type: none"> <li>• a. Average Response Time: Order Confirmation               <ul style="list-style-type: none"> <li>• Automated (Flow-Through) Orders</li> <li>• Non-Automated Orders:                   <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• b. % On Time - Order Confirmation               <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Average Response Time: Order Confirmation               <ul style="list-style-type: none"> <li>• Automated (Flow-Through) Orders</li> <li>• Non-Automated Orders:                   <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul> </li> </ul>	
<b>4. Reject Timeliness</b>	
<u>POTS:</u>	
<ul style="list-style-type: none"> <li>• a. Average Response Time – Rejects               <ul style="list-style-type: none"> <li>• Automated (Flow-Through) Orders</li> <li>• Non-Automated Orders:                   <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• b. % On Time –Rejects               <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Average Response Time – Rejects               <ul style="list-style-type: none"> <li>• Automated (Flow-Through) Orders</li> <li>• Non-Automated Orders:                   <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul> </li> </ul>	
<b>5. % Rejects:</b>	
<ul style="list-style-type: none"> <li>• % Rejects</li> </ul>	
<b>6. Timeliness of Completion Notification:</b>	
<ul style="list-style-type: none"> <li>• Average Response Time – Notice of Completion</li> </ul>	

**2. UNBUNDLED NETWORK ELEMENTS:**

<b>Key Service Quality Measurements</b>	<b>Notes</b>
<b>7. % Flow Through Orders</b>	<i>Tracked Not Carrier Specific</i>
<b>Provisioning Process</b>	
<b>8. Average Interval – Offered</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Offered –Dispatch</li> <li>• Avg. Interval Offered - No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Offered</li> </ul>	
<b>9. Average Interval – Completed</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Completed - Dispatch</li> <li>• Avg. Interval Completed - No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Completed</li> </ul>	
<b>10. % Completed w/in 5 business days - Total</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Completed w/in 5 Days (&lt; 5 Lines):</li> </ul>	
<b>11. % Missed Installation Appointment -BA Reasons</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appt. - Dispatch</li> <li>• % Missed Installation Appt. - No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appt.</li> </ul>	
<b>12. % Missed Installation Appointment - Facilities</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appointment - Facilities</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appointment - Facilities</li> </ul>	
<b>13. % Installation Troubles w/in 30 Days</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Installation Troubles within 30 days</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Installation Troubles within 30 days</li> </ul>	

**2. UNBUNDLED NETWORK ELEMENTS:**

<b>Key Service Quality Measurements</b>	<b>Notes</b>
<b><i>Maintenance and Repair Process</i></b>	
<b>14. Network Trouble Report Rate</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Trouble Report Rate - Loop</li> <li>• Trouble Report Rate - Central Office</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Network Trouble Report Rate (Loop + CO)</li> </ul>	
<b>15. % Missed Repair Appointments</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Repair Appt - Loop</li> <li>• % Missed Repair Appt - Central Office</li> </ul>	
<b>16. Mean Time to Repair</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Mean Time to Repair - Loop (Run Clock)</li> <li>• Mean Time to Repair - Central Office (Run Clock)</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Mean Time to Repair (Stop Clock)</li> </ul>	
<b>17. % Out of Service &gt; 24 Hours</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Out of Service &gt; 24 Hours</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Out of Service &gt; 24 Hours</li> </ul>	
<b>18. % Repeat Reports w/in 30 days</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Repeat Reports w/in 30 Days</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Repeat Reports w/in 30 Days</li> </ul>	



3. **RESALE:**

Key Service Quality Measurements	Notes
<b>Ordering Process:</b>	
<b>3. Order Confirmation Timeliness:</b>	
<u>POTS:</u>	
<ul style="list-style-type: none"> <li>• a. Average Response Time: Order Confirmation               <ul style="list-style-type: none"> <li>• Automated (Flow-Through) Orders</li> <li>• Non-Automated Orders:                   <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• b. % On Time - Order Confirmation               <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul>	
<u>Specials:</u>	
<ul style="list-style-type: none"> <li>• Average Response Time: Order Confirmation               <ul style="list-style-type: none"> <li>• Automated (Flow-Through) Orders</li> <li>• Non-Automated Orders:                   <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul> </li> </ul>	
<b>4. Reject Timeliness</b>	
<u>POTS:</u>	
<ul style="list-style-type: none"> <li>• a. Average Response Time - Rejects               <ul style="list-style-type: none"> <li>• Automated (Flow-Through) Orders</li> <li>• Non-Automated Orders:                   <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• b. % On Time –Rejects               <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul>	
<u>Specials</u>	
<ul style="list-style-type: none"> <li>• Average Response Time – Rejects               <ul style="list-style-type: none"> <li>• Automated (Flow Through) Orders</li> <li>• Non-Automated Orders:                   <ul style="list-style-type: none"> <li>• &lt;10 Lines</li> <li>• ≥10 Lines</li> </ul> </li> </ul> </li> </ul>	
<b>5. % Rejects:</b>	
<ul style="list-style-type: none"> <li>• % Rejects</li> </ul>	
<b>6. Timeliness of Completion Notification:</b>	
<ul style="list-style-type: none"> <li>• Average Response Time - Notice of Completion</li> </ul>	

3. **RESALE:**

<b>Key Service Quality Measurements</b>	<b>Notes</b>
<b>7. % Flow Through Orders</b>	<i>Tracked Not Carrier Specific</i>
<b>Provisioning Process</b>	
<b>8. Average Interval – Offered</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Offered - Dispatch</li> <li>• Avg. Interval Offered - No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Offered</li> </ul>	
<b>9. Average Interval – Completed</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Completed - Dispatch</li> <li>• Avg. Interval Completed -No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Completed</li> </ul>	

3. **RESALE:**

Key Service Quality Measurements	Notes
<b>10. % Completed w/in 5 business days - Total</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Completed w/in 5 Days (&lt; 5 Lines):</li> </ul>	
<b>11. % Missed Installation Appointment -BA Reasons</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appt. (BA) - Dispatch</li> <li>• % Missed Appt. (BA) - No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Missed Appt. (BA)</li> </ul>	
<b>12. % Missed Installation Appointment - Facilities</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appointment - Facilities</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appointment - Facilities</li> </ul>	
<b>13. % Installation Troubles w/in 30 Days</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Installation Trouble within 30 days</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Installation Trouble within 30 days</li> </ul>	
<b><i>Maintenance and Repair Process</i></b>	
<b>14. Network Trouble Report Rate</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Network Trouble Report Rate (Loop + CO)</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Network Trouble Report Rate (Loop + CO)</li> </ul>	
<b>15. % Missed Repair Appointments</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Repair Appt. (Loop + CO)</li> <li>• % Missed Repair Appt. - Loop</li> <li>• % Missed Repair Appt. - Central Office</li> </ul>	
<b>16. Mean Time to Repair</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Mean Time to Repair (Run Clock)</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Mean Time to Repair (Stop Clock)</li> </ul>	

3. **RESALE:**

Key Service Quality Measurements	Notes
<b>17. % Out of Service &gt; 24 Hours</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Out of Service &gt; 24 Hours</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Out of Service &gt; 24 Hours</li> </ul>	
<b>18. % Repeat Reports w/in 30 days</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Repeat Reports w/in 30 Days</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Repeat Reports w/in 30 Days</li> </ul>	

**4. NETWORK INTERCONNECTION TRUNKS:**

<b>Key Service Quality Measurements</b>	<b>Notes</b>
<b>Ordering Process:</b>	
<b>3. Order Confirmation Timeliness:</b>	
• a. Average Response Time: Firm Order Confirmation	
• b. % > 10 days	
<b>4. Reject Timeliness</b>	<i>Manual Tracking</i>
• a. Average Response Time: Rejects	
• b. % > 10 days	
<b>5. % Rejects:</b>	
• % Rejects	
<b>6. Timeliness of Completion Notification:</b>	
• Average Response Time - Notice of Completion <i>(Requires Serial Number)</i>	<i>Manual Tracking</i>
<b>Provisioning Process</b>	
<b>8. Average Interval – Offered</b>	
• Average Interval – Offered	
<b>9. Average Interval – Completed</b>	
• Average Interval – Completed	
<b>10. [Intentionally Omitted]</b>	
<b>11. % Missed Installation Appointment -BA Reasons</b>	
• % Missed Installation Appointment <i>(BA Reasons)</i>	
<b>12. % Missed Installation Appointment - Facilities</b>	
• % Missed Installation Appointment - Facilities	
<b>13. % Installation Troubles w/in 30 Days</b>	
• % Installation Trouble within 30 days	

**4. NETWORK INTERCONNECTION TRUNKS:**

<b>Key Service Quality Measurements</b>	<b>Notes</b>
<i>Maintenance and Repair Process</i>	
<b>14. Network Trouble Report Rate</b>	
• Network Trouble Report Rate	
<b>15. [Intentionally Omitted]</b>	
<b>16. Mean Time to Repair</b>	
• Mean Time to Repair (Stop Clock)	
<b>17. % Out of Service &gt; 24 Hours</b>	
• % Out of Service > 24 Hours	
<b>18. % Repeat Reports w/in 30 days</b>	
• % Repeat Reports w/in 30 Days	
<i>Network Performance</i>	
<b>19. % Common Final Trunk Blockage</b>	
<b>20. % Dedicated Final Trunk Blockage</b>	

**5. CLEC BILLING (All Services, Interconnection, UNE and Resale):**

<b>Billing:</b>	
<b>21. Timeliness of Daily Usage Feed</b>	
<ul style="list-style-type: none"> <li>• <u>Timeliness of Usage Information</u> <ul style="list-style-type: none"> <li>• % Usage sent in 3 business days</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• % Usage sent in 4 business days</li> <li>• % Usage sent in 5 business days</li> <li>• % Usage sent in 8 business days</li> </ul>	
<b>22. Timeliness of Carrier Bill</b>	

**6. RETAIL:**

Key Service Quality Measurements	Notes
<i>Provisioning Process</i>	
<b>8. Average Interval – Offered</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Offered - Dispatch</li> <li>• Avg. Interval Offered - No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Offered</li> </ul>	
<b>9. Average Interval – Completed</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Completed - Dispatch</li> <li>• Avg. Interval Completed -No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Avg. Interval Completed</li> </ul>	



**6. RETAIL:**

<b>Key Service Quality Measurements</b>	<b>Notes</b>
<b>10. % Completed w/in 5 business days - Total</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Completed w/in 5 Days (&lt; 5 Lines):</li> </ul>	
<b>11. % Missed Installation Appointment -BA Reasons</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appt. (BA) - Dispatch</li> <li>• % Missed Appt. (BA) - No Dispatch</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Missed Appt. (BA)</li> </ul>	
<b>12. % Missed Installation Appointment - Facilities</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appointment - Facilities</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Missed Installation Appointment - Facilities</li> </ul>	
<b>13. % Installation Troubles w/in 30 Days</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Installation Trouble within 30 days</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Installation Trouble within 30 days</li> </ul>	
<b>Maintenance and Repair Process</b>	
<b>14. Network Trouble Report Rate</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Network Trouble Report Rate - Total</li> <li>• Network Trouble Report Rate - Loop</li> <li>• Network Trouble Report Rate - Central Office</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Network Trouble Report Rate (Loop + CO)</li> </ul>	
<b>15. % Missed Repair Appointments</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Missed Repair Appt. - Loop</li> <li>• % Missed Repair Appt. - Central Office</li> </ul>	
<b>16. Mean Time to Repair</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• Mean Time to Repair - Total (Run Clock)</li> <li>• Mean Time to Repair - Loop (Run Clock)</li> <li>• Mean Time to Repair - Central Office (Run Clock)</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• Mean Time to Repair (Stop Clock)</li> </ul>	

**6. RETAIL:**

<b>Key Service Quality Measurements</b>	<b>Notes</b>
<b>17. % Out of Service &gt; 24 Hours</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Out of Service &gt; 24 Hours</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Out of Service &gt; 24 Hours</li> </ul>	
<b>18. % Repeat Reports w/in 30 days</b>	
<u>POTS:</u> <ul style="list-style-type: none"> <li>• % Repeat Reports w/in 30 Days</li> </ul>	
<u>Specials:</u> <ul style="list-style-type: none"> <li>• % Repeat Reports w/in 30 Days</li> </ul>	

## DEFINITIONS

The following definitions apply to the terms used in this Schedule 27.2.

### Product Definitions:

Products:	Definition:
<ul style="list-style-type: none"> <li>POTS services</li> </ul>	All non-designed lines/circuits that originate at a customer's premise and terminate on an OE (switch Office Equipment). All others are considered specials. POTS includes Centrex, Basic ISDN and PBX trunks.
	<u>UNE POTS</u> includes Basic 2-Wire Analog Loop, Customer specified signaling loops, Analog Line Port, and Number Portability.
	<u>UNE Loop</u> includes orders for Loop only. Includes both new loops and "coordinated cutover" loop orders. "Coordinated cutover" loops are orders where a live customer is converted to a CLEC re-using the outside plant facilities. Coordination of all parties is necessary to minimize disruption of service to the end user
	<u>UNE- Other</u> orders include Analog Line Port and Number Portability orders.
<ul style="list-style-type: none"> <li>Special Services</li> </ul>	Special Services ("Specials") are services or elements that require design intervention. These include such services/elements as: high capacity links (DS1, or DS3), Primary rate ISDN, digital services, and multiplexing.
<ul style="list-style-type: none"> <li>Interconnection Trunks</li> </ul>	Includes switched local interconnection trunks carrying traffic between BA and CLEC offices. Includes End Office and Tandem trunks.
<ul style="list-style-type: none"> <li>Number of Installation Orders</li> </ul>	Total number of "N", "T", or "C" type orders. These orders include new orders, orders where the service is moving to a different location, or changes for existing service.

**Key Service Quality Measurement Definitions:**

<b>Pre-Ordering:</b>	.
1. Response Time:	<p><i>Note: All Pre-Order measures are reported on an aggregated basis and are not CLEC specific .</i></p> <p>“Response time” is defined as time that elapses from the receipt of a transaction by the gateway to presentation of the result through the gateway.</p> <p><u>Methodology:</u> BELL ATLANTIC to sample 10* transactions per hour from 8 a.m. to 5 p.m. via Sentinel system. Sentinel will replicate the transaction of a BELL ATLANTIC service representative going directly to the OSS as well as a CLEC representative coming in through ECG.</p>
<ul style="list-style-type: none"> <li>• Customer Service Record</li> </ul>	Customer Service Records can range from 1 to about 200 pages.
<ul style="list-style-type: none"> <li>• Other Pre-Order</li> </ul>	Includes average response time for (1) product & service availability, (2) due date availability, (3) address validation, and (4) telephone number availability.

**Key Service Quality Measurement Definitions:**

2. OSS Interface Availability	“System availability” measures the hours of actual availability compared to scheduled availability.
<b>Ordering:</b>	
3. Order Confirmation Timeliness:	
<ul style="list-style-type: none"> <li>Avg. Response Time: Automated Orders</li> </ul>	Average response time from EDI receipt of a valid service request to EDI distribution of order confirmation. Includes orders received via EDI that flow-through to legacy OSS ordering and provisioning systems.
<ul style="list-style-type: none"> <li>Avg. Response Time: Non-Automated</li> </ul>	Average response time from receipt of a valid service request to distribution of order confirmation. Includes orders received via EDI that require manual input to legacy OSS ordering and provisioning systems. Does not include orders requiring negotiated intervals.
<ul style="list-style-type: none"> <li>Trunks: % &gt; 10 Days</li> </ul>	For Interconnection Trunks, the percent of ASR (Access Service Requests) where the Firm Order Confirmation is sent more than 10 days after receipt of a valid Access Service Request (ASR). All ASRs must be electronically transmitted for FOC/Reject measure to apply.
<ul style="list-style-type: none"> <li>Application Date/Time</li> </ul>	Orders received after 12 Noon Eastern Time will be considered received the next business day.

**Key Service Quality Measurement Definitions:**

4. Reject Notice Timeliness:	
<ul style="list-style-type: none"> <li>Avg. Response Time – Automated</li> </ul>	Average response time from EDI receipt of a service request to EDI distribution of reject or query. Includes orders received via EDI that flow-through to legacy OSS ordering and provisioning systems.
<ul style="list-style-type: none"> <li>Avg. Response Time - Non-Automated</li> </ul>	Average response time from EDI receipt of a service request to EDI distribution of reject or query. Includes orders received via EDI that require manual input to legacy OSS ordering and provisioning systems.
5. % Rejects	The percent of total orders received that are rejected or queried by BA.
6. Timeliness of Completion Notification	The average interval between actual order completion date to the distribution of order completion notification. The current process for notification is a telephone call for UNEs and Interconnection Trunks. Resale order completions are transmitted either electronically via EDI or via FAX. Does not include orders requiring negotiated intervals.
7. % Flow Through Orders	The number of orders processed via EDI directly to legacy ordering OSS systems without manual intervention as a percent of total orders.
<b>Provisioning:</b>	
8. Average Interval – Offered	Average number of business days between application date and committed due date. The application date is the date that a valid service request is received. For orders received after 12 Noon Eastern Time the next business day is considered the application date. Includes “W” coded orders only. Does not include orders requiring negotiated intervals.

**Key Service Quality Measurement Definitions:**

9. Average Interval – Completed	Average number of business days between application date and completed date. Completion date is the field completion date noted on the Service Order. Includes “W” coded orders only. Orders completed late due to a CLEC or CLEC end user caused delay are excluded from this performance measure. Does not include orders requiring negotiated intervals.
10. % Completed w/in 5 business days - Total	For POTS orders of less than 5 lines. The percentage of lines completed in 5 business days. Includes “W” coded orders only. Standard interval Unbundled Loop orders will be excluded from this measure.
11. % Missed Installation Appointment - BA – Total	% of all orders for which there was a missed installation appointment caused by BA. Excludes missed installation appointments caused by CLEC or end user delays.
<ul style="list-style-type: none"> <li>• % Missed Installation Appointment - Dispatch</li> </ul>	Same as above, for orders that require the assignment of loop facilities, switching office equipment, or both.
<ul style="list-style-type: none"> <li>• % Missed Appointment – No Dispatch</li> </ul>	Same as above, for orders that require switching translations work only. These are primarily “feature orders”.
12. % Missed Installation Appointment – Facilities	% of all Orders for which there was a missed installation appointment due to lack of facilities.
13. % Installation Troubles w/in 30 Days	Troubles received on lines within one month of service order activity as a percent of lines ordered in one month.

**Key Service Quality Measurement Definitions:**

<b>Maintenance:</b>	
14. Network Trouble Report Rate	Total Initial Customer Troubles reported on regulated services by customer, where the trouble disposition was found to be a network problem (Disposition Codes 3, 4 and 5) per 100 lines/circuits in service. Excludes Subsequents reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, and troubles reported but not found upon dispatch (Found OK and Test OK). Also excludes troubles closed due to customer action. Trouble reports on unregulated services, such as Voice Messaging, are excluded.
<ul style="list-style-type: none"> <li>• Trouble Report Rate – Loop</li> </ul>	Same as above, Disposition Codes 3 (Drop Wire) and 4 (Outside Plant) only. Troubles found to be in the Outside Plant facilities.
<ul style="list-style-type: none"> <li>• Trouble Report Rate – Central Office</li> </ul>	Same as above, Disposition Code 5 (Central Office) only. Troubles found to be within the Central Office, including translation troubles.
15. % Missed Repair Appointments	For Initial Customer Trouble Reports, found to be network troubles (disposition codes, 3, 4 and 5). The BA process for POTS troubles is to give an “arrive by” appointment.
<ul style="list-style-type: none"> <li>• % Missed Repair Appt. – Loop</li> </ul>	Same as above, for troubles where a dispatch was required outside of the BA Central Office and the trouble was found in Outside Plant (disposition codes 3 and 4). Troubles where there was both an inside and an outside dispatch are included if the final resolution was a loop trouble.
<ul style="list-style-type: none"> <li>• % Missed Repair Appt.- Central Office</li> </ul>	Same as above, for troubles where a dispatch may have been required outside of the BA Central Office, but the trouble was resolved within the Central Office. Includes translation type troubles as well as Central Office type troubles.
16. Mean Time to Repair	For Initial Customer Trouble Reports, found to be network troubles, the average duration time from trouble receipt to trouble clear time. Running clock for POTS troubles. Stop Clock for Special troubles.
17. % Out of Service > 24 Hours	Network troubles (disposition codes, 3, 4, and 5) out of service, cleared in greater than 24 hours, as a percentage of total network troubles (disposition codes, 3, 4, and 5) out of service. Out of Service means that there is no dial tone, the customer can not call out or the customer can not be called. The Out of



	Service period commences when the trouble is reported to BA's designated trouble reporting interface.
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**Key Service Quality Measurement Definitions:**

18. % Repeat Reports w/in 30 days	The percent of troubles that originated as a disposition code other than customer action, Front End close out, CPE found troubles, or a customer code, that have an additional trouble within 30 days and a network trouble found disposition code of 3, 4, or 5.
<b>Network Performance:</b>	
19. % Common Final Trunk Blockage	<p>Common Final Trunks carry traffic between BA end offices and the BA Tandem, including local traffic to BA customers as well as CLEC customers.</p> <p><b>Blockage:</b> The system used to measure trunk performance is TNDS (Total Network Data System). Monthly trunk blockage studies are based on a time consistent busy hour. The percentage of BA trunk groups exceeding the applicable blocking design (either B.01 or B.005) will be reported. For B.01 design, this is trunk groups exceeding a threshold of about 3% blocking. For B.005 design, this is trunk groups exceeding a threshold of about 2% blocking.</p>
20. % Dedicated Final Trunk Blockage	<p><u>Dedicated Final Trunks:</u> A dedicated final trunk group does not overflow. These dedicated final trunk groups carry local traffic from a BA Access Tandem to a CLEC switch.</p> <p><u>Blockage:</u> The system used to measure trunk performance is TNDS (Total Network Data System). Monthly trunk blockage studies are based on a time consistent busy hour. The percentage of BA to CLEC dedicated final trunk groups exceeding the applicable blocking design (either B.01 or B.005) will be reported. For B.01 design, this is trunk groups exceeding a threshold of about 3% blocking. For B.005 design, this is trunk groups exceeding a threshold of about 2% blocking.</p>

<b>Billing:</b>	
21. Timeliness of Daily Usage Feed	Measures the number of business days from the call event date to the output file header date on the daily usage feed. Measured in % in 3, 4, 5, and 8 business days.
22. Timeliness of Carrier Bill	Measures the percent of carrier bills ready for distribution to the carrier within 10 business days of the bill date.

## SCHEDULE 27.2

### APPENDIX 2

#### PERFORMANCE METRICS, STANDARDS AND REMEDIES

##### A. Unbundled Network Elements

###### 1. Ordering and Provisioning

Performance Metric	Standard
% Installation Troubles within 30 Days (POTS) (UNE KSQM 13) <sup>1</sup>	Parity
% Installation Troubles within 30 Days (Specials) (UNE KSQM 13)	Parity

###### 2. Maintenance

Performance Metric	Standard
Mean Time to Repair - Loop (POTS) (UNE KSQM 16)	Parity
Mean Time to Repair - Central Office (POTS) (UNE KSQM 16)	Parity
Mean Time to Repair (Specials) (UNE KSQM 16)	Parity

##### B. Resale Services

###### 1. Ordering and Provisioning

Performance Metric	Standard
Average Interval Offered (POTS) – Dispatch (Resale KSQM 8)	Parity
Average Interval Offered (POTS) – No	Parity

<sup>1</sup> “(UNE KSQM 13)” identifies the Key Service Quality Measurement listed in Appendix 1 which is the basis for measurement of this Performance Metric.

Dispatch (Resale KSQM 8)	
Average Interval Offered (Specials) (Resale KSQM 8)	Parity
Average Interval Completed (POTS) – Dispatch (Resale KSQM 9)	Parity
Average Interval Completed (POTS) - No Dispatch (Resale KSQM 9)	Parity
Average Interval Completed (Specials) (Resale KSQM 9)	Parity
% Installation Troubles within 30 Days (POTS) (Resale KSQM 13)	Parity
% Installation Troubles within 30 Days (Specials) (Resale KSQM 13)	Parity

## 2. Maintenance

Performance Metric	Standard
Mean Time to Repair (POTS) (Resale KSQM 16)	Parity
Mean Time to Repair (Specials) (Resale KSQM 16)	Parity

## C. Interconnection Trunks

### 1. Ordering and Provisioning

Performance Metric	Standard
FOC Timeliness (Network Interconnection Trunks {"IT"} KSQM 3.b)	=90% in 10 Days
Rejects Timeliness (IT KSQM 4.b)	=90% in 10 Days
Average Interval Offered (IT KSQM 8)	Parity
Average Interval Completed (IT KSQM 9)	Parity

## D. Network Performance

### 1. Final Trunk Group Blocking

Performance Metric	Standard
Dedicated Final Trunk Group Blockage (IT KSQM 20)	(B.01 Design Standard or B.005 Design Standard, as applicable)
Common Final Trunk Group Blockage (IT KSQM 19)	(B.01 Design Standard or B.005 Design Standard, as applicable)

## **E. Billing**

### **1. Timeliness of Carrier Bill**

Performance Metric	Standard
Paper Bill Ready for Transmission to Carrier (CLEC Billing KSQM 22)	10 Days After Bill Closing Date

## **Parity**

“Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” for UNE and Resale Services will be based upon a comparison of BA’s performance for the above Performance Metrics with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements as reasonably determined and provided by BA.

## **Definitions, Conditions, Requirements & Exclusions for Appendix 2**

See, “UNE Definitions, Conditions, Requirements & Exclusions”, “Resale Definitions, Conditions, Requirements & Exclusions”, “Interconnection Trunk Definitions, Conditions, Requirements & Exclusions”, and “Billing Definitions, Conditions, Requirements & Exclusions”, in Appendix 3, which are incorporated here by reference. As used in this Appendix 2, references to Performance Measurements in “UNE Definitions, Conditions, Requirements & Exclusions”, “Resale Definitions, Conditions, Requirements & Exclusions”, “Interconnection Trunk Definitions, Conditions, Requirements & Exclusions”, and “Billing Definitions, Conditions, Requirements & Exclusions”, in Appendix 3, shall be deemed to be references to Performance Metrics.

## **Resale Services**

1. Ordering and Provisioning. Average Interval Offered and Average Interval Completed Performance Measurements do not include orders with negotiated intervals.

## **Interconnection Trunks**

1. FOC and Rejects measurements apply only to electronically received ASRs.
2. FOC and Rejects measurements apply only to additions to existing trunk groups, adding less than 96 trunks, with no routing or translations changes.
3. Average Interval Offered measurement comparison is to IXC Feature Group D switched access trunks provided by BA to IXCs.
4. Average Interval Offered measurement applies only to additions to existing trunk groups, adding less than 96 trunks, with no routing or translations changes.
5. Average Interval Completed comparison is to IXC Feature Group D switched access trunks provided by BA to IXCs.
6. Average Interval Completed measurement applies only to additions to existing trunk groups, adding less than 96 trunks, with no routing or translations changes.

**SCHEDULE 27.2**

**APPENDIX 3**

**PERFORMANCE MEASUREMENTS, STANDARDS AND REMEDIES**

**A. Operational Support Systems**

**1. Performance Category 1 -- OSS Pre-Order Response Time and Availability**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
Response Time - Customer Service Records (OSS KSQM 1.a) <sup>2</sup>	>8.5 seconds difference	7.0 to 8.5 seconds difference	<7.0 seconds difference
Response Time - Aggregated Other Pre-Order Transactions (OSS KSQM 1.b)	>8.5 seconds difference	7.0 to 8.5 seconds difference	<7.0 seconds difference
Access Platform Availability <sup>1</sup> (OSS KSQM 2)	<99 % Availability	≥99% Availability	

<sup>1</sup> Excludes (a) scheduled maintenance and (b) unavailability of Operations Support Systems (e.g., BOSS, Livewire) other than the access platform.

**Note On Calculation Of Performance Credits:**

- (1) A Performance Credit will be applied to each individual item in a category at the level of –1 point, where the performance for that item fails to meet the established standard.
- (2) This Performance Credit will be reduced to reflect superior performance within a category in the following manner:
  - (a) Add the negative point-scores [(“Misses Standard”) or (“Approaches Standard”)] to obtain the total negative point-score;
  - (b) Add the positive-point scores (“Exceeds Standard”) to obtain the total positive point-score;
  - (c) If the positive point-scores outweigh the negative point-scores, reduce the applicable Performance Credit by one-half.

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<sup>2</sup> “(OSS KSQM 1)” identifies the Key Service Quality Measurement listed in Appendix 1 which is the basis for measurement of this Performance Measurement.



**Calculation of Performance Credit:**

Total Score:

0 or Greater Points = No Performance Credit

-1 to -2 points = 5 % of OSS Charges for the Measured Calendar Quarter

-3 points = 10 % of OSS Charges for the Measured Calendar Quarter

## OSS Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

### Response Time:

1. [Deleted]

2. [Deleted]

3. Performance Measurements apply only to CSR Retrieval and Aggregated Other Pre-Order Transactions. Aggregated Other Pre-Order Transactions will initially include Telephone Number Availability and Reservation, and Address Validation. Product & Service Availability Information and Due Date Availability will be added in the future.

4. NEXTLINK shall provide to BA forecasts of volumes at least three (3) months prior to the commencement of the measured calendar quarter. Forecasts for UNE and Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by NEXTLINK for each month. Forecasts for Interconnection Trunk volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by NEXTLINK either (a) for each month or (b) for each quarter, in which case the quarterly volume will be pro-rated to a monthly volume. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in timely submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If NEXTLINK fails to timely provide the forecasts of volumes to BA, BA may exclude Performance Category 1 and the Performance Measurements in Category 1 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.

5. When the NEXTLINK submitted work load for any one hour in a day is more than twice (2x) the daily average hour NEXTLINK submitted work load,<sup>3</sup> all transactions for that day will be deemed to have at least met "Equals Standard" ("O" Points).

6. These Performance Measurements are not carrier specific.

### Access Platform Availability:

<sup>3</sup> In calculating "the daily average hour NEXTLINK submitted work load", the "daily" period used for the calculation shall be deemed to be twelve (12) hours in length.

1. This Performance Measurement is not carrier specific. This Performance Measurement measures the overall availability performance of the OSS access platform and is not service or function specific.
  
2. Performance Measurements and Performance Credits will be calculated only if the ECG gateway (or such successor OSS gateway as shall be implemented and designated for measurement under this Performance Category by Bell Atlantic) has been fully tested by the Parties and accepted by NEXTLINK, and is used by NEXTLINK for all transactions.

**B. Unbundled Network Elements:**

**1. Performance Category 2 – UNE Ordering and Provisioning:**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS - OC Timeliness: <10 Lines (UNE KSQM 3.b)	<89.5 % ≤ 24 Hours <sup>1</sup>	89.5 - 90.5% ≤ 24 Hours <sup>1</sup>	> 90.5% ≤ 24 Hours <sup>1</sup>
POTS - Reject Timeliness: <10 Lines (UNE KSQM 4.b)	<89.5 % ≤ 24 Hours <sup>1</sup>	89.5 - 90.5% ≤ 24 Hours <sup>1</sup>	> 90.5% ≤ 24 Hours <sup>1</sup>
POTS - OC Timeliness: ≥10 Lines (UNE KSQM 3.b)	<89.5 % ≤ 96 Hours <sup>1</sup>	89.5 - 90.5% ≤ 96 Hours <sup>1</sup>	> 90.5% ≤ 96 Hours <sup>1</sup>
POTS - Reject Timeliness: ≥10 Lines (UNE KSQM 4.b)	<89.5 % ≤ 96 Hours <sup>1</sup>	89.5 - 90.5% ≤ 96 Hours <sup>1</sup>	> 90.5% ≤ 96 Hours <sup>1</sup>
Missed Installation Appointments: POTS – Dispatch (UNE KSQM 11)	Moderate to High probability less than Parity <sup>2</sup>	Parity <sup>2</sup>	Moderate to High probability better than Parity <sup>2</sup>
Missed Installation Appointments: POTS - No Dispatch (UNE KSQM 11)	Moderate to High probability less than Parity <sup>2</sup>	Parity <sup>2</sup>	Moderate to High probability better than Parity <sup>2</sup>
Missed Installation Appointments: Specials (UNE KSQM 11)	Moderate to High probability less than Parity <sup>2</sup>	Parity <sup>2</sup>	Moderate to High probability better than Parity <sup>2</sup>

OC = Order confirmation

<sup>1</sup> Orders received after 12:00 Noon Eastern Time shall have the “clock” start at 8:00 a.m. on the next business day.

<sup>2</sup> “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

**Note On Calculation Of Performance Credits:**

(1) A Performance Credit will be applied to each individual item in a category at the level of –1 point, where the performance for that item fails to meet the established standard.

(2) This Performance Credit will be reduced to reflect superior performance within a category in the following manner:

(a) Add the negative point-scores [(“Misses Standard”) or (“Approaches Standard”)] to obtain the total negative point-score;

(b) Add the positive-point scores (“Exceeds Standard”) to obtain the total positive point-score;

(c) If the positive point-scores outweigh the negative point-scores, reduce the applicable Performance Credit by one-half.

**Calculation of Performance Credit:**

Total Score:

0 or Greater Points = No Performance Credits

-1 to -3 points = 5 % of UNE POTS and Specials Non-Recurring Charges for NEXTLINK for the measured calendar quarter times the Missed Installation Factor<sup>1</sup>

-4 to -5 points = 10 % of UNE POTS and Specials Non-Recurring Charges for NEXTLINK for the measured calendar quarter times the Missed Installation Factor<sup>1</sup>

-6 to -7 points = 15 % of UNE POTS and Specials Non-Recurring Charges for NEXTLINK for the measured calendar quarter times the Missed Installation Factor<sup>1</sup>

**100% Credit Language:**

100% of Non-Recurring Charges for those items of UNE POTS service and UNE Specials service for which there are Missed Installation Appointments, regardless of point score, when BA is wholly at fault. With regard to Missed Installation Appointments to which such Performance Credit of 100% of Non-Recurring Charges applies, NEXTLINK shall not have a right to any credit or financial compensation other than such Performance Credit of 100% of Non-Recurring Charges (including, but not limited to, under this Category 2, a BA Tariff, or any other provision of this Agreement). Missed Installation Appointments to which such Performance Credit of 100% of Non-Recurring Charges applies shall not be included in computing the Missed Installation Appointments Performance Measurements listed in the Matrix above to determine whether a Performance Credit is due to NEXTLINK.

<sup>1</sup> Missed Installation Factor = (Missed Installation Appointments for UNE POTS and Specials provided by BA to NEXTLINK for the measured calendar quarter as a percentage of Installation Appointments for UNE POTS and Specials provided by BA to NEXTLINK for the measured calendar quarter) - (Missed Installation Appointments for POTS and Specials provided by BA to BA retail customers for the measured calendar quarter as a percentage of Installation Appointments for POTS and Specials provided by BA to BA retail customers for the measured calendar quarter).

**2. Performance Category 3 – UNE Maintenance:**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS: % Out of Service > 24 Hours (UNE KSQM 17)	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>
SPECIALS: % Out of Service > 24 Hours (UNE KSQM 17)	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>
POTS: % Repeat Reports w/in 30 Days (UNE KSQM 18)	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>

<sup>1</sup> “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

**Note On Calculation Of Performance Credits:**

- (1) A Performance Credit will be applied to each individual item in a category at the level of –1 point, where the performance for that item fails to meet the established standard.
- (2) This Performance Credit will be reduced to reflect superior performance within a category in the following manner:
  - (a) Add the negative point-scores [(“Misses Standard”) or (“Approaches Standard”)] to obtain the total negative point-score;
  - (b) Add the positive-point scores (“Exceeds Standard”) to obtain the total positive point-score;
  - (c) If the positive point-scores outweigh the negative point-scores, reduce the applicable Performance Credit by one-half.

**Calculation of Performance Credit:**

Total Score:

0 or Greater Points = No Performance Credit

-1 point = 4 % of UNE POTS and Specials Recurring Charges for NEXTLINK for the measured calendar quarter times the Lines Out of Service Factor<sup>1</sup>

-2 points = 8 % of UNE POTS and Specials Recurring Charges for NEXTLINK for the measured calendar quarter times the Lines Out of Service Factor<sup>1</sup>

-3 points = 12 % of UNE POTS and Specials Recurring Charges for NEXTLINK for the measured calendar quarter times the Lines Out of Service Factor<sup>1</sup>

**100% Credit Language:**

100% of pro-rated Recurring Charges for lines out of service during the period such lines are out of service, regardless of point score, when BA is wholly at fault. With regard to lines out of service to which such Performance Credit of 100% of pro-rated Recurring Charges applies, NEXTLINK shall not have a right to any credit or financial compensation other than such Performance Credit of 100% of pro-rated Recurring Charges (including, but not limited to, under this Category 3, a BA Tariff, or any other provision of this Agreement). Lines out of service to which such Performance Credit of 100% of Non-Recurring Charges applies shall not be included in computing Performance Measurements listed in the Matrix above to determine whether a Performance Credit is due to NEXTLINK.

<sup>1</sup> Lines Out of Service Factor = (Percentage of NEXTLINK UNE POTS and Specials lines network troubles out of service > 24 hours - Percentage of BA retail customer POTS and Specials lines network troubles out of service > 24 hours) x (NEXTLINK UNE POTS and Specials lines with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total NEXTLINK UNE POTS and Specials lines in service).

Adjustment of Performance Credit:

In the repair/maintenance function, mutual responsibilities exist. The responsibility for testing unbundled loops and the identification of a required dispatch for UNE reside with NEXTLINK. Reductions will be made in the Performance Credit if necessary access is not available, or if a dispatch is made and no trouble is found,<sup>4</sup> or if trouble is found to be on the NEXTLINK customer’s side of the network demarcation point (e.g., in premises wiring or customer premises equipment), at a statistically higher rate than BA experiences for BA’s own retail customers.

	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
% No Access	Moderate to High	Parity <sup>1</sup>	Moderate to High

<sup>4</sup> BA will not include in calculations to determine reductions in the Performance Credit a dispatch where no trouble is found if a trouble which should have been found on such dispatch is found on a subsequent dispatch.

	probability less than Parity <sup>1</sup>		probability better than Parity <sup>1</sup>
% Found OK or Trouble Found on Customer Premises	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>

<sup>1</sup> “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”.

Total Score:

0 or Greater Points = No Adjustment to Maintenance Performance Credit

-1 point = 25 % Reduction of Maintenance Performance Credit

-2 points = 50 % Reduction of Maintenance Performance Credit



## **UNE Definitions, Conditions, Requirements & Exclusions:**

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

### **Ordering (OC Timeliness and Reject Timeliness):**

1. Unbundled Switching Network Elements are included for measurement after the establishment of unbundled switching in the switch through the joint planning/services establishment process.
2. [Deleted]
3. NEXTLINK shall provide to BA forecasts of UNE volumes at least three (3) months prior to the commencement of the measured calendar quarter. Forecasts for UNE volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by NEXTLINK for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If NEXTLINK fails to timely provide the forecasts of UNE volumes to BA, BA may exclude Performance Category 2 and the Performance Measurements in Category 2 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.
4. When the NEXTLINK submitted work load for any one hour in a day is more than twice (2x) the daily average hour NEXTLINK submitted work load,<sup>5</sup> all transactions for that day will be deemed to have at least met “Equals Standard” (“O” Points).
5. OC and Reject Timeliness Performance Measurements do not apply to orders with negotiated due dates.

### **Provisioning (Missed Installation Appointments):**

1. NEXTLINK Missed Installation Appointments do not include appointments missed or rescheduled due to the delay, act or omission of NEXTLINK, NEXTLINK’s contractors or vendors,<sup>6</sup> or NEXTLINK’s customers (including, but not limited to, inability to access customer interfaces and terminals).

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<sup>5</sup> In calculating “the daily average hour NEXTLINK submitted work load”, the “daily” period used for the calculation shall be deemed to be twelve (12) hours in length.

<sup>6</sup> For the purposes of Paragraph 1, above, the phrase “NEXTLINK’s contractors or vendors” does not include BA.

2. [Deleted]

3. NEXTLINK Missed Installation Appointments will be included in the computation only if:

a. Loop Orders:

(i) NEXTLINK and NEXTLINK's customer were available and ready for service at appointed date and time.

(ii) Verifiable NEXTLINK dial tone and correct NEXTLINK telephone number at POT bay testable by BA technician, by 8:00 a.m. on the date due minus one (1) day.

(iii) Orders were completed as submitted without cancellation after Order Confirmation.

(iv) Accurate account and end user information was submitted on the service request.

4. NEXTLINK shall provide to BA forecasts of UNE volumes at least three (3) months prior to the commencement of the measured calendar quarter. Forecasts for UNE volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by NEXTLINK for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If NEXTLINK fails to timely provide the forecasts of UNE volumes to BA, BA may exclude Performance Category 2 and the Performance Measurements in Category 2 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.

5. If more than 10% of NEXTLINK's orders in a month fall out of BA's provisioning systems (i.e., require manual investigation and/or correction), or require correction of NEXTLINK provided information during provisioning, BA may exclude the Missed Installation Appointments Performance Measurements for that month from the calculation of calendar quarter Performance Measurements and Performance Credits.

6. Performance Measurement calculations for provisioning will exclude UNEs provided pursuant to negotiated installation intervals.

Maintenance:

1. Out of Service Over 24 Hours: Excluded will be reports where access was required but not available during the first 24 hours.

2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 03 (Drops), 04 (Loops) and 05 (Inside Central Office).
3. UNE loops that meet the standards identified in appropriate BA unbundled loop Technical References will not be treated as Out of Service.
4. NEXTLINK shall establish a toll free 800 number for BA repair technicians to call for trouble related questions and trouble closeout.
5. The NEXTLINK repair center and toll free number must be available 24 hours per day, seven days per week.

**C. Resale Services:**

**1. Performance Category 4 – Resale Services Ordering and Provisioning:**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS - OC Timeliness <10 Lines (Resale KSQM 3.b)	<89.5 % ≤ 24 Hours <sup>1</sup>	89.5 - 90.5% ≤ 24 Hours <sup>1</sup>	> 90.5% ≤ 24 Hours <sup>1</sup>
POTS - Reject Timeliness <10 Lines (Resale KSQM 4.b)	<89.5 % ≤ 24 Hours <sup>1</sup>	89.5 - 90.5% ≤ 24 Hours <sup>1</sup>	> 90.5% ≤ 24 Hours <sup>1</sup>
POTS - OC Timeliness ≥10 Lines (Resale KSQM 3.b)	<89.5 % ≤ 96 Hours <sup>1</sup>	89.5 - 90.5% ≤ 96 Hours <sup>1</sup>	> 90.5% ≤ 96 Hours <sup>1</sup>
POTS - Reject Timeliness ≥10 Lines (Resale KSQM 4.b)	<89.5 % ≤ 96 Hours <sup>1</sup>	89.5 - 90.5% ≤ 96 Hours <sup>1</sup>	> 90.5% ≤ 96 Hours <sup>1</sup>
Missed Installation Appointments: POTS – Dispatch (Resale KSQM 11)	Moderate to High probability less than Parity <sup>2</sup>	Parity <sup>2</sup>	Moderate to High probability better than Parity <sup>2</sup>
Missed Installation Appointments: POTS - No Dispatch (Resale KSQM 11)	Moderate to High probability less than Parity <sup>2</sup>	Parity <sup>2</sup>	Moderate to High probability better than Parity <sup>2</sup>
Missed Installation Appointments: Specials (Resale KSQM 11)	Moderate to High probability less than Parity <sup>2</sup>	Parity <sup>2</sup>	Moderate to High probability better than Parity <sup>2</sup>

OC = Order Confirmation

<sup>1</sup> Orders Received after 12:00 Noon Eastern Time will have the “clock” start at 8:00 a.m. on the next business day.

<sup>2</sup> “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

**Note On Calculation Of Performance Credits:**

(1) A Performance Credit will be applied to each individual item in a category at the level of –1 point, where the performance for that item fails to meet the established standard.

(2) This Performance Credit will be reduced to reflect superior performance within a category in the following manner:

(a) Add the negative point-scores [(“Misses Standard”) or (“Approaches Standard”)] to obtain the total negative point-score;

(b) Add the positive-point scores (“Exceeds Standard”) to obtain the total positive

point-score;

(c) If the positive point-scores outweigh the negative point-scores, reduce the applicable Performance Credit by one-half.

**Calculation of Performance Credit:**

Total Score:

0 or Greater Points = No Performance Credit

-1 to -3 points = 5 % of Resale Services Non-Recurring Charges for NEXTLINK for the measured calendar quarter multiplied by the Missed Installation Factor<sup>1</sup>

-4 to -5 points = 10 % of Resale Services Non-Recurring Charges for NEXTLINK for the measured calendar quarter multiplied by the Missed Installation Factor<sup>1</sup>

-6 to -7 points = 15 % of Resale Services Non-Recurring Charges for NEXTLINK for the measured calendar quarter multiplied by the Missed Installation Factor<sup>1</sup>

<sup>1</sup> Missed Installation Factor = (Missed Installation Appointments for Resale Services provided by BA to NEXTLINK for the measured calendar quarter as a percentage of Installation Appointments for Resale Services provided by BA to NEXTLINK for the measured calendar quarter) - (Missed Installation Appointments for corresponding retail services provided by BA to BA retail customers for the measured calendar quarter as a percentage of Installation Appointments for corresponding retail services provided by BA to BA retail customers for the measured calendar quarter).

## 2. Performance Category 5 – Resale Services Maintenance:

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS: % Out of Service > 24 Hours (Resale KSQM 17)	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>
SPECIALS: % Out of Service > 24 Hours (Resale KSQM 17)	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>
POTS - % Repeat Reports w/in 30 Days (Resale KSQM 18)	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>

<sup>1</sup> “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

### Note On Calculation Of Performance Credits:

- (1) A Performance Credit will be applied to each individual item in a category at the level of –1 point, where the performance for that item fails to meet the established standard.
- (2) This Performance Credit will be reduced to reflect superior performance within a category in the following manner:
  - (a) Add the negative point-scores [(“Misses Standard”) or (“Approaches Standard”)] to obtain the total negative point-score;
  - (b) Add the positive-point scores (“Exceeds Standard”) to obtain the total positive point-score;
  - (c) If the positive point-scores outweigh the negative point-scores, reduce the applicable Performance Credit by one-half.

### Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

-1 point = 2 % of Resale Services Recurring Charges for NEXTLINK for the measured calendar quarter multiplied by the Lines Out of Service Factor.<sup>1</sup>

-2 points = 4 % of Resale Services Recurring Charges for NEXTLINK for the measured calendar quarter multiplied by the Lines Out of Service Factor.<sup>1</sup>

-3 points = 6 % of Resale Services Recurring Charges for NEXTLINK for the measured calendar quarter multiplied by the Lines Out of Service Factor.<sup>1</sup>

<sup>1</sup> Lines Out of Service Factor = (Percentage of NEXTLINK Resale Services POTS and Specials lines network troubles out of service > 24 hours - Percentage of BA retail customer POTS and Specials lines network troubles out of service > 24 hours) x (NEXTLINK Resale Services POTS and Specials lines with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total NEXTLINK Resale Services POTS and Specials lines in service).

**Adjustment of Performance Credit:**

In the repair function, mutual responsibilities exist. The responsibility for authorizing a dispatch resides with NEXTLINK. Reductions will be made in the Performance Credit if necessary access is not available, or if a dispatch is made and no trouble is found,<sup>7</sup> or if trouble is found to be on the NEXTLINK customer’s side of the network demarcation point (e.g., in premises wiring or customer premises equipment), at a statistically higher rate than the same performance that BA experiences for BA’s own retail customers.

Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
% No Access Rate	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>
% Found OK or Trouble Found on Customer Premises	Moderate to High probability less than Parity <sup>1</sup>	Parity <sup>1</sup>	Moderate to High probability better than Parity <sup>1</sup>

<sup>1</sup> “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”.

Total Score:

0 or Greater Points = No Adjustment to Maintenance Performance Credit

-1 point = 25 % Reduction of Maintenance Performance Credit

-2 points = 50 % Reduction of Maintenance Performance Credit

<sup>7</sup> BA will not include in calculations to determine reductions in the Performance Credit a dispatch where no trouble is found if a trouble which should have been found on such dispatch is found on a subsequent dispatch.

## **Resale Definitions, Conditions, Requirements & Exclusions:**

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

### **Ordering (OC Timeliness and Reject Timeliness):**

1. Performance Measurements and Performance Credits will apply only if EDI Issue 7 implementing LSOG Issue 2 ordering interface specifications (or such later ordering interface specifications, supported by BA, as BA shall have made available for NEXTLINK's use) is in place and is being used by NEXTLINK for all Resale Services ordering which can be performed via EDI. NEXTLINK must implement later specifications within 90 days (or such other shorter period as may be required by this Agreement) after BA has made them available for NEXTLINK's use.
2. NEXTLINK shall provide to BA forecasts of Resale Services volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by NEXTLINK for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If NEXTLINK fails to timely provide the forecasts of Resale Services volumes to BA, BA may exclude Performance Category 4 and the Performance Measurements in Category 4 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.
3. When NEXTLINK submitted work load for any one hour in a day is more than twice (2x) the daily average hour NEXTLINK submitted work load,<sup>8</sup> all transactions for that day will be deemed to have at least met "Equals Standard" ("O" Points).
4. OC and Reject Timeliness Performance Measurements do not apply to orders with negotiated due dates.

### **Provisioning (Missed Installation Appointments):**

1. NEXTLINK Missed Installation Appointments do not include appointments missed or rescheduled due to the delay, act or omission of NEXTLINK, NEXTLINK's contractors or

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<sup>8</sup> In calculating "the daily average hour NEXTLINK submitted work load", the "daily" period used for the calculation shall be deemed to be twelve (12) hours in length.



vendors,<sup>9</sup> or NEXTLINK's customers (including, but not limited to, inability to access interfaces and terminals).

2. If the Expedited Due Dates<sup>10</sup> for any one month in a measured calendar quarter exceed 10% of the total appointments for that month, BA will not be obligated to calculate Performance Category 4 for that month, or the Performance Measurements in Performance Category 4 for that month, and may exclude Performance Category 4 for that month, and the Performance Measurements in Performance Category 4 for that month, from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.

3. NEXTLINK Missed Installation Appointments will be included in the computation only if:

- (a) All order information submitted by NEXTLINK was valid (e.g., street address, end user local contact (LCON), Floor/unit number).
- (b) NEXTLINK and NEXTLINK's customer were available and ready for service at the appointed date and time. Access to Terminal Equipment was available.
- (c) Accurate account and customer information was submitted by NEXTLINK.
- (d) Orders were completed as submitted without cancellation after Order Confirmation.
- (e) NEXTLINK and NEXTLINK's customer were available for testing and cooperative coordination as requested by BA.

4. NEXTLINK shall provide to BA forecasts of Resale Services volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by NEXTLINK for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If NEXTLINK fails to timely provide the forecasts of Resale Services volumes to BA, BA may exclude Performance Category 4 and the Performance Measurements in Category 4 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.

5. If more than 10% of NEXTLINK's orders in a month fall out of BA's provisioning systems (i.e., require manual investigation and/or correction), or require correction of NEXTLINK provided information during provisioning, BA may exclude Missed Installation Appointment Performance Measurements for that month from the calculation of calendar quarter Performance Measurements and Performance Credits.

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<sup>9</sup> For the purposes of Paragraph 1, above, the phrase "NEXTLINK's contractors or vendors" does not include BA.

<sup>10</sup> An "Expedited Due Date" is any due date with a shorter interval than the standard interval being offered by BA for the transaction at the time the transaction is requested.

6. Performance Measurement calculations for provisioning will exclude Resale Services provided pursuant to negotiated installation intervals.

Maintenance:

1. Out of Service Over 24 Hours: Excluded will be reports where access was required but not available during the first 24 hours.
2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 03 (Drops), 04 (Loops) and 05 (Inside Central Office).
3. NEXTLINK shall establish a toll free 800 number for BA repair technicians to call for trouble related questions and trouble closeout.
4. The NEXTLINK repair center and toll free number must be available 24 hours per day, seven days per week.

**D. Interconnection Trunks**

**1. Performance Category 6 – Interconnection Trunk Provisioning**

Performance Measurement	Misses Standard -1 Point	Equals Standard 0 Points	Exceeds Standard + 1 Point
Provisioning - Missed Installation Appointments <sup>1</sup> (IT KSQM 11)	> 1.65 Standard Deviations worse than mean BA Performance for BA IXC Feature Group D Trunks.	+/- 1.65 Standard Deviations from mean BA Performance for BA IXC Feature Group D Trunks.	> 1.65 Standard Deviations better than mean BA Performance for BA IXC Feature Group D Trunks.

<sup>1</sup> Orders Received after 12:00 Noon Eastern Time will have the “clock” start at 8:00 a.m. on the next business day.

**Note On Calculation Of Performance Credits:**

(1) A Performance Credit will be applied to each individual item in a category at the level of –1 point, where the performance for that item fails to meet the established standard.

(2) This Performance Credit will be reduced to reflect superior performance within a category in the following manner:

(a) Add the negative point-scores [(“Misses Standard”) or (“Approaches Standard”)] to obtain the total negative point-score;

(b) Add the positive-point scores (“Exceeds Standard”) to obtain the total positive point-score;

(c) If the positive point-scores outweigh the negative point-scores, reduce the applicable Performance Credit by one-half.

**Calculation of Performance Credit:**

<u>Total Score:</u>		
<u>Score</u>	<u>% Credit</u>	<u>Applied to</u>
0 or greater	No Performance Credits	
-1 point	10 %	Trunk Non-Recurring Charges for NEXTLINK for the measured calendar quarter multiplied by the Missed Installation Factor <sup>3</sup>

**100% Credit Language:**

100% of Non-Recurring Charges for Interconnection Trunks for which there are Missed Installation Appointments, regardless of point score, when BA is wholly at fault. With regard to Missed Installation Appointments to which such Performance Credit of 100% of Non-Recurring Charges applies, NEXTLINK shall not have a right to any credit or financial compensation other than such Performance Credit of 100% of Non-Recurring Charges (including, but not limited to, under this Category 6, a BA Tariff, or any other provision of this Agreement). Missed Installation Appointments to which such Performance Credit of 100% of Non-Recurring Charges applies shall not be included in computing the Performance Measurement listed in the Matrix above to determine whether a Performance Credit is due to NEXTLINK.

<sup>3</sup> Missed Installation Factor = (Missed NEXTLINK Trunk Installation Appointments for the measured calendar quarter as a percentage of NEXTLINK Trunk Installation Appointments for the measured calendar quarter) - (Missed Installation Appointments for BA IXC Feature Group D trunks for the measured calendar quarter as a percentage of BA IXC Feature Group D Trunk Installation Appointments for the measured calendar quarter).

Adjustment of Performance Credit:

In the provisioning function, mutual responsibilities exist. In addition to trunks provided by BA to NEXTLINK, NEXTLINK will provide trunks to BA. If the percentage of Missed Appointments for trunks ordered by BA from NEXTLINK exceeds the percentage of missed appointments for trunks ordered by NEXTLINK from BA performance, the Performance Credit will be reduced as stated below. NEXTLINK shall maintain due date intervals for trunks to be provided by NEXTLINK to BA that are no longer than BA’s due date intervals for comparable trunks.

Trunks Ordered by BA from NEXTLINK

Measurement	100% reduction in Credit	50% Reduction in Credit
Provisioning of Trunks for BA by NEXTLINK - Missed Installation Appointments:	>5 percentage points worse than BA Performance	> 2 but ≤ 5 percentage points worse than BA Performance

**2. Performance Category 7 – Interconnection Trunk Maintenance and Repair**

Performance Measurement	Approaches Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
% Out of Service > 24 Hours (IT KSQM 17)	> 1.65 Standard Deviations worse than mean BA Performance for BA IXC Feature Group D Trunks.	+/- 1.65 Standard Deviations from mean BA Performance for BA IXC Feature Group D Trunks.	> 1.65 Standard Deviations better than mean BA Performance for BA IXC Feature Group D Trunks.

**Note On Calculation Of Performance Credits:**

(1) A Performance Credit will be applied to each individual item in a category at the level of –1 point, where the performance for that item fails to meet the established standard.

(2) This Performance Credit will be reduced to reflect superior performance within a category in the following manner:

(a) Add the negative point-scores [ (“Misses Standard”) or (“Approaches Standard”)] to obtain the total negative point-score;

(b) Add the positive-point scores (“Exceeds Standard”) to obtain the total positive point-score;

(c) If the positive point-scores outweigh the negative point-scores, reduce the applicable Performance Credit by one-half.

**Calculation of Performance Credit:**

Total Score:

<u>Score</u>	<u>% Credit</u>	<u>Applied to</u>
0 or greater	No Performance Credits	
-1 point	\$ 1.00 Per DS1 Trunk per Day out of service	Lines Out of Service Factor

**100% Credit Language:**

100% of pro-rated Recurring Charges for trunks out of service during the period such trunks are out of service, regardless of point score. With regard to trunks out of service to which such Performance Credit of 100% of pro-rated Recurring Charges applies, NEXTLINK shall not have a right to any credit or financial compensation other than such Performance Credit of 100% of pro-rated Recurring Charges (including, but not limited to, under this Category 7, a BA Tariff, or any other provision of this Agreement). Trunks out of service to which such Performance Credit of pro-rated Recurring Charges applies shall not be included in computing the Performance Measurement listed in the Matrix above to determine whether a Performance Credit is due to NEXTLINK.

100% of pro-rated entrance facility, transport, or other special or switched access monthly Recurring Charges for facilities carrying trunks out of service during the period such trunks are out of service, regardless of point score. With regard to facilities carrying trunks out of service to which such Performance Credit of 100% of pro-rated Recurring Charges applies, NEXTLINK shall not have a right to any credit or financial compensation other than such Performance Credit of 100% of pro-rated Recurring Charges (including, but not limited to, under this Category 7, a BA Tariff, or any other provision of this Agreement).

<sup>1</sup> Lines Out of Service Factor = (Percentage of NEXTLINK Interconnection Trunks network troubles out of service > 24 hours - Percentage of BA IXC Feature Group D Trunk network troubles out of service > 24 hours) x (NEXTLINK Interconnection Trunks with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total NEXTLINK Interconnection Trunks in service).

## **Interconnection Trunk Definitions, Conditions, Requirements & Exclusions:**

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

### **Provisioning:**

1. [Deleted]
2. [Deleted]
3. [Deleted]
4. Performance Measurement calculations for provisioning will be based on comparisons by trunk type (e.g., DS0 with DS0, DS1 with DS1).
5. NEXTLINK shall provide to BA forecasts of Interconnection Trunk volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for Interconnection Trunk volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by NEXTLINK either (a) for each month or (b) for each quarter, in which case the quarterly volume will be pro-rated to a monthly volume. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If NEXTLINK fails to timely provide the forecasts of volumes to BA, BA may exclude Performance Category 6 and the Performance Measurements in Category 6 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.
6. NEXTLINK Missed Installation Appointments do not include Installation Appointments missed or rescheduled due to the delay, act or omission of NEXTLINK, NEXTLINK's contractors or vendors,<sup>11</sup> or NEXTLINK's customers.
7. [Deleted]
8. NEXTLINK Missed Installation Appointments will be included in the computation only if:
  - a. All order information submitted by NEXTLINK was valid.
  - b. NEXTLINK was prepared to accept the installation of service at the scheduled time.

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<sup>11</sup> For the purposes of Paragraph 6, above, the phrase "NEXTLINK's contractors or vendors" does not include BA.

- c. Orders were completed as submitted without cancellation after order confirmation.
- d. NEXTLINK and NEXTLINK's customer were available for testing and cooperative coordination as requested by BA.

9. NEXTLINK Missed Installation Appointments include missed installation appointments for interconnection trunks used one-way or two-way.

Maintenance:

1. This Performance Category will be measured no earlier than the later of the quarter commencing April 1, 1998, or completion of the WFA inventory for NEXTLINK and BA trunks and validation of applicable field procedures.

2. [Deleted]

3. Applies only to trunks used as per applicable technical specifications.

4. NEXTLINK trunks will be included in the computation only if NEXTLINK was available for testing and cooperative coordination if requested by BA.

5. [Deleted]

6. Applies to interconnection trunks used one-way or two-way, to the extent BA is responsible for maintenance of trunks.



**E. Billing**

**1. Performance Category 8 – Timeliness of Daily Usage Feed (“DUF”) for UNE Switching and Resale Services**

Performance Measurement	Approaches Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
Timeliness of Daily Usage Feed (CLEC Billing KSQM 21)	<90% of recorded call events in 5 Business Days	90% to 95% of recorded call events in 5 Business Days	>95% of recorded call events in 5 Business Days

**Note On Calculation Of Performance Credits:**

(1) A Performance Credit will be applied to each individual item in a category at the level of –1 point, where the performance for that item fails to meet the established standard.

(2) This Performance Credit will be reduced to reflect superior performance within a category in the following manner:

(a) Add the negative point-scores [(“Misses Standard”) or (“Approaches Standard”)] to obtain the total negative point-score;

(b) Add the positive-point scores (“Exceeds Standard”) to obtain the total positive point-score;

(c) If the positive point-scores outweigh the negative point-scores, reduce the applicable Performance Credit by one-half.

**Calculation of Performance Credit**

Total Score:

0 or Greater Points = No Performance Credit

-1 point = 0.25 % of DUF Charges (for UNE Switching and Resale Services) for NEXTLINK for the measured calendar quarter.

**Billing Definitions, Conditions, Requirements & Exclusions:**

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

1. UNE usage (Daily Usage Feed) information is limited to only Unbundled Switching. Measurement with regard to Unbundled Switching will begin no earlier than 4/1/98.
2. Excluded are delays or failures to provide information provided by third parties.
3. Excluded are delays or failures to provide information where the cause of the delay or failure also affects BA's ability to collect and utilize information for itself.
4. Measurement will be made for lines that have been equipped at NEXTLINK's request to collect daily usage feed information.

## SCHEDULE 27.2

### APPENDIX 4

#### STATISTICAL METHODOLOGY FOR DETERMINING “PARITY” RANGE

1. For Performance measures where the measure is a yes or no on each measured item: (e.g., % met or not met):

##### Measurement Objective:

To determine if the level of service provided to NEXTLINK is, on average, similar to or different from the level of service BA provides to other BA customers.

The following methodology applies to service in which in each instance of its provision, the outcome can be categorized as a success or a failure (e.g., was the appointment missed, was a customer’s line out of service for more than 24 hours, etc.).

Now, let  $x_{ij}$  = the  $i$ th customers score on service; where  
 $x_{ij} = 0$  if the outcome is categorized as a success  
 $x_{ij} = 1$  if the outcome is categorized as a failure

More specifically, let

$\sum x_{1ij}$  = the number of NEXTLINK customers’ instances of service categorized as a failure

The standard of service against which the instances of service to NEXTLINK’s customers will be compared is the average of that provided by BA to its own customers, viz.

$$P_{0j} = \frac{\sum x_{0ij}}{N_{0j}} \text{ where } N_{0j} \text{ is the number of instances of provision of service } j \text{ to BA's customers}$$

The service index calculated for NEXTLINK for service  $j$  and which will be compared against the service standard  $P_{0j}$  is given by:

$$P_{1j} = \frac{\sum x_{1ij}}{N_{1j}} \text{ where } N_{1j} \text{ is the number of instances of provision of service } j \text{ to NEXTLINK's customers}$$

It is assumed that  $N_{0j}$  will be large relative to  $N_{1j}$ ; and that  $N_{1j}$  may in fact, for certain  $j$ , be small.

The assumption can be made that the  $N_{1j}$  constitutes a sample taken from a larger population comprised of  $N_{0j}$ ; i.e., instances of service provision like those provided to BA customers. In this case the  $N_{1j}$  are not technically a subset (i.e., sample) of  $N_{0j}$ . But for the purposes of the model we assume that if NEXTLINK customers are being treated the same as BA customers, then the distribution of the  $x_{0ij}$  and the  $x_{1ij}$  should be identical, hence our viewing  $N_{1j}$  as a sample of  $N_{0j}$ .

If such an assumption is correct then the value  $P_{1j}$  should be similar to the value  $P_{0j}$ . If it is not correct, then the two values would be expected to be different with the magnitude of the difference reflecting how different the two populations are, and by implication, how different the service level to each.

The question that arises is how close must  $P_{1j}$  and  $P_{0j}$  be to conclude that the two populations received similar levels of service and how different must they be to conclude they did not.

If we assume  $N_{1j}$  is a sample taken from a universe identical to the BA universe, then it is possible to derive the distribution of possible values of  $P_{1j}$  that could occur when drawing a sample of size  $N_{1j}$  from such a universe. If  $N_{1j}$  is adequately large, (viz., if  $N_{1j}$  is greater than 30) these values will follow a normal distribution and have:

$$\begin{aligned} \text{Expected value} &= E(x) = N_{1j} \times P_{0j} \\ &\text{and} \\ \text{the Variance} &= \text{Var}(x) = N_{1j} \times P_{0j} (1-P_{0j}) \end{aligned}$$

If the CLEC population is in fact identical (or very nearly so) to the BA population, then most values of  $P_{1j}$  would lie close to  $P_{0j}$ , and if the populations were not identical than most values of  $P_{1j}$  would lie further from  $P_{0j}$  with the magnitude of the differences reflecting how different the two underlying populations are and, by implication, how different the level of service provided the two populations.

It is possible to evaluate how likely it is that the  $N_{0j}$  and the  $N_{1j}$  instances of service are, on average, the same by evaluating how likely it would be by chance alone to observe a difference as large as the one in fact observed, viz.  $P_{0j} - P_{1j}$ .

The procedure for performing this evaluation is as follows:

1. Calculate the BA service standard for service j as follows:

$$P_{0j} = \frac{\sum x_{0ij}}{N_{0j}}$$

2. Calculate the level of service provided to NEXTLINK as follows:

$$P_{1j} = \frac{\sum x_{1ij}}{N_{1j}}$$

3. Calculate an index of service level comparability, z, as follows:

$$Z = \frac{P_{0j} - P_{1j}}{\sqrt{\frac{P_{0j} (1 - P_{0j})}{N_{1j}}}}$$

4. Evaluate the probability of similar or dissimilar services for BA and CLEC customers as follows:

- |   |   |
|---|---|
| <p>&lt;-0.83<br/>("Misses Standard")</p>                    | <ul style="list-style-type: none"> <li>• Probability is moderate to high that NEXTLINK customers are more poorly served than BA customers.</li> </ul>   |
| <p>-0.83 to 0.83<br/>("Parity")<br/>("Equals Standard")</p> | <ul style="list-style-type: none"> <li>• Probability is weak that NEXTLINK customers are more poorly served than BA customers, or the probability is high that NEXTLINK customers are served the same as BA customers, or the probability is weak that NEXTLINK customers are better served than BA customers.</li> </ul> |
| <p>&gt; 0.83<br/>("Exceeds Standard")</p>                   | <ul style="list-style-type: none"> <li>• Probability is moderate to high that NEXTLINK customers are better served than BA customers.</li> </ul>  |

For the purposes of Performance Metrics listed in Appendix 2 to which the statistical methodology set forth in this Appendix 4, Section 1 is applicable, and Performance Measurements listed in Appendix 3 to which the statistical methodology set forth in this Appendix 4, Section 1 is applicable, BA's performance will be deemed: (a) to have missed or failed to meet the "Parity" standard ("Misses Standard") if the result is < -0.83 ("Probability is moderate to high that NEXTLINK customers are more poorly served than BA customers"); (b) to have equaled or met the "Parity" standard ("Equals Standard") if the result is -0.83 to 0.83 (i.e., "Probability is weak that NEXTLINK customers are more poorly served than BA customers, or the probability is high that NEXTLINK customers are served the same as BA

customers, or the probability is weak that NEXTLINK customers are better served than BA customers”); or, (c) to have exceeded the “Parity” standard (“Exceeds Standard”) if the result is  $> 0.83$  (“Probability is moderate to high that NEXTLINK customers are better served than BA customers”).

**2. For Performance measures where the measure is a variable measure: (e.g., cycle time):**

**Measurement Objective:**

To determine, for those services for which performance level is measured as an elapsed time, if the level of service provided to NEXTLINK is, on average, similar to or different from the level of service BA provides to other BA customers.

**Methodology:**

The following methodology applies to service in which in each instance of its provision, the outcome is represented as a measurement of an interval of time (e.g., 10 minutes, 2.5 hours, 3.5 days, etc.). For example, "time to restore service."

Define the variable X, as duration of interval being measured (e.g., time to restore service in hours)

Now, let  $N_j$  = the number of instances of service j for BA customers

$n_j$  = the number of instances of service j for NEXTLINK customers

$x_{ij}$  = BA's  $i$ th customer's score on service j  $i = 1, 2, 3 \dots N_j$

$x'_{ij}$  = NEXTLINK's  $i$ th customer's score on service j  
 $i = 1, 2, 3 \dots n_j$

1. Calculate the average duration for service j for all Bell Atlantic customers as follows:

$$\text{Average duration of BA customers} = \mu = \frac{x_{1j} + x_{2j} + x_{3j} \dots x_{Nj}}{N_j} = \frac{\sum_{i=1}^{N_j} x_{ij}}{N_j}$$

2. Calculate the standard deviation of the duration scores on service j for all BA customers as follows:

Standard deviation of BA customer's scores =

$$\sigma_x = \sqrt{\frac{(x_{1j} - \mu)^2 + (x_{2j} - \mu)^2 + (x_{3j} - \mu)^2 + \dots + (x_{Nj} - \mu)^2}{N_j}} = \sqrt{\frac{\sum_{i=1}^{N_j} (x_{ij} - \mu)^2}{N_j}}$$

3. Calculate the average duration for service j for all NEXTLINK customers as follows:

$$\text{Average duration of NEXTLINK customers} = \bar{X}'_j = \frac{x'_{1j} + x'_{2j} + x'_{3j} \dots x'_{nj}}{n_j} = \frac{\sum_{i=1}^{n_j} x'_{ij}}{n_j}$$

4. Calculate an Index of parity:

Having determined the following values:

$N_j$  = the number of instances of service j for BA customers

$n_j$  = the number of instances of service j for NEXTLINK customers

$\mu$  = the average duration for all BA customers

$\sigma_x$  = the standard deviation of duration scores for all BA customers

$\bar{X}'_j$  = the average duration for all NEXTLINK customers

Derive an index of parity as follows:

$$\text{Index of Parity} = t = \frac{\bar{X}'_j - \mu_x}{\frac{\sigma_x}{\sqrt{n_j}}}$$

where values of the index less than 0.0 indicate NEXTLINK customers are being serviced on average with less delay (i.e., better) than BA customers, values of the index greater than 0.0 indicate NEXTLINK customers are being serviced on average with more delay (i.e., worse) than BA customers,

and

where greater absolute values of the index, t, indicate increasingly less likelihood that the observed differences between NEXTLINK and BA customers' is due to chance variation, or what is called sampling error, and greater likelihood the difference is due to other than chance factors.

5. Interpret the Index of Parity by referring to the *Parity Translation Table* and following these steps:

- a. Note the value of  $n_j$  as determined previously, and calculate the value  $n_j - 1$
- b. Locate the value of  $n_j - 1$  in the first column of the parity index translation table
- c. Inspect the ranges of values of t in the row of the table corresponding to your value of  $n_j - 1$ , locating the range containing the value of t corresponding to the one you calculated.



- d. Look at the top of the column containing the value of  $t$  corresponding to the one you calculated and read the interpretation of the calculated index.

For the purposes of Performance Metrics listed in Appendix 2 to which the statistical methodology set forth in this Appendix 4, Section 2 is applicable, and Performance Measurements listed in Appendix 3 to which the statistical methodology set forth in this Appendix 4, Section 2 is applicable, BA's performance will be deemed: (a) to have missed or failed to meet the "Parity" standard ("Misses Standard") if the result as shown on the *Parity Translation Table* is "Probability that CLEC customers Serviced worse than BA's Customers is High" or "Probability that CLEC customers Serviced worse than BA's Customers is Moderate"; (b) to have equaled or met the "Parity" standard ("Equals Standard") if the result as shown on the *Parity Translation Table* is "Probability that CLEC customers Serviced worse than BA's Customers is Weak", "Probability CLEC & BA Customers Serviced the Same is High", or "Probability that CLEC Customers Serviced Better than BA's Customers is Weak"; or, (c) to have exceeded the "Parity" standard ("Exceeds Standard") if the result as shown on the *Parity Translation Table* is "Probability CLEC Customers Serviced Better than BA's Customers is Moderate" or "Probability that CLEC Customers Serviced Better than BA's Customers is High").

AMENDMENT A

Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning



**Network Services**  
2107 Wilson Blvd., 11<sup>th</sup> Floor  
Arlington, VA 22201

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jeffrey.a.masoner@verizon.com

May 22, 2001

Brian D. Pedati - Senior Manager Interconnection Agreements  
Qwest Communications Corporation  
4250 North Fairfax Drive  
Arlington, VA 22203

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Pedati:

Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. (“Verizon”), has received your letter stating that, pursuant to paragraph 32 of the BA/GTE Merger Conditions (“Merger Conditions”), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Qwest Communications Corporation, d/b/a Qwest (“Qwest”) wishes to provide services to customers in Verizon’s service territory in the Commonwealth of Pennsylvania by adopting the voluntarily negotiated terms of the Amendment No. 1 to the Interconnection Agreement between Qwest Communications Corporation, d/b/a Qwest (“Qwest”) and Verizon Maryland, f/k/a Bell Atlantic – Maryland, Inc. (“Verizon Maryland”) that was approved by the Maryland Public Service Commission as an effective agreement in the State of Maryland, as such amendment exists on the date hereof after giving effect to operation of law (the “Verizon Maryland Terms”).

I understand that Qwest has a copy of the Verizon Maryland Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to Qwest’s adoption of the Verizon Maryland Terms.

1. By Qwest’s countersignature on this letter, Qwest hereby represents and agrees to the following three points:
  - (A) Qwest agrees to be bound by and adopts in the service territory of Verizon, the Verizon Maryland Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon Maryland Terms, agrees that Qwest shall be substituted in place of Qwest Communications Corporation and Qwest in the Verizon Maryland Terms wherever appropriate.

AMENDMENT A

- (B) Notice to Qwest and Verizon as may be required or permitted under the Verizon Maryland Terms shall be provided as follows:

To Qwest:

Qwest Communications Corporation  
Attention: Brian D. Pedati - Senior Manager  
Interconnection Agreements  
4250 North Fairfax Drive  
Arlington, Va. 22203.  
Telephone Number: 703-363-3480  
Facsimile Number: 703-363-5000  
Internet Address: brian.pedati@qwest.com

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1320 N. Court House Road  
8th Floor  
Arlington, VA 22201  
Facsimile: 703/974-0744

- (C) Qwest represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Verizon Maryland Terms will only cover services in the service territory of Verizon in the Commonwealth of Pennsylvania.
2. Qwest's adoption of the Verizon Maryland Terms shall become effective upon the date that Verizon files this letter with the Pennsylvania Public Utility Commission ("Commission") (which Verizon will promptly do upon my receipt of a copy of this letter, countersigned by Qwest as to points (A), (B) and (C) of paragraph 1 above) and remain in effect no longer than the date the Qwest/Verizon Maryland agreement terminates. The Qwest/Verizon Maryland agreement is currently

## AMENDMENT A

scheduled to terminate on February 10, 2003. Thus, the Verizon Maryland Terms adopted by Qwest also shall terminate on that date.

3. As the Verizon Maryland Terms are being adopted by Qwest pursuant to the Merger Conditions, Verizon does not provide the Verizon Maryland Terms to Qwest as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon Maryland Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon Maryland Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon Maryland Terms, or to seek review of any provisions included in these Verizon Maryland Terms as a result of Qwest's election pursuant to the Merger Conditions.
4. Qwest's adoption of the Verizon Maryland Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252, provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1), and provisions from the Qwest/Verizon Maryland agreement that are not required pursuant to Section 251(c) of the Telecommunications Act of 1996 (the "Act"). Verizon, however, does not oppose Qwest's adoption of the Verizon Maryland Terms at this time, subject to the following reservations and exclusions:
  - (A) Verizon's standard pricing schedule in Pennsylvania for interconnection agreements (as such schedule may be amended from time to time) (attached as Appendix 2 hereto) shall apply to Qwest's adoption of the Verizon Maryland Terms. Qwest should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon Maryland Terms and thus are not subject of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
  - (B) Qwest's adoption of the Verizon Maryland Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the Commonwealth of Pennsylvania and with applicable collective bargaining agreements.

## AMENDMENT A

- (C) On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in Iowa Utilities Board. The Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Verizon Maryland Terms may be void or unenforceable as a result of the Supreme Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the Supreme Court of the United States regarding the FCC's UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon Maryland Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon Maryland Terms.
  - (D) Qwest's adoption does not include any terms that were arbitrated in the Verizon Maryland Terms.
5. Verizon reserves the right to deny Qwest's adoption and/or application of the Verizon Maryland Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon Maryland Terms to Qwest are greater than the costs of providing them to Qwest in Maryland;
  - (B) if the provision of the Verizon Maryland Terms to Qwest is not technically feasible;
  - (C) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
6. Should Qwest attempt to apply the Verizon Maryland Terms in a manner that conflicts with paragraphs 3-5 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

**AMENDMENT A**

Please arrange for a duly authorized representative of Qwest to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON PENNSYLVANIA INC.

\_\_\_\_\_  
Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, and C of paragraph 1:

QWEST COMMUNICATIONS CORPORATION

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

Attachment

c: Stephen Hughes - Verizon (w/out attachments)

**AMENDMENT A**

**VERIZON PENNSYLVANIA – DARK FIBER ITEMS<sup>1</sup>**

Service Description or Element	Recurring Charges	Non Recurring Charges
<b>DARK FIBER</b>		
<b>Records Review</b>		\$224.67*
<b>Dark Fiber - IOF</b>		
Verizon C.O. to Verizon C.O.		
Service Order		\$55.22*
Serving Wire Center (“SWC”) Charge/SWC/Pair	\$7.41*	\$45.59*
IOF Mileage/Pair/ mile	\$66.30*	
IOF Mileage Installation Charge/Pair		\$204.94*
<b>Verizon C.O. to CLEC C.O.</b>		
Service Order		\$55.22*
SWC Charge/SWC/Pair	<u>\$7.41*</u>	\$42.59*
<b>Channel Termination Charge/CLEC C.O.</b>	<u>\$68.60*</u>	\$353.23*
<b>Dark Fiber – LOOP</b>		
Loop Charge/Pair		
Rate Group A1	\$44.49*	\$566.97*
Rate Group A2	\$82.27*	\$566.97*
Rate Group B1	\$120.55*	\$566.97*
Rate Group B2	\$153.34*	\$566.97*
Service Order		\$55.22*
Serving Wire Center (SWC) Charge/SWC/Pair	\$7.41*	\$38.53*

<sup>1</sup> All rates and/or rate structures set forth herein, that are marked with an asterisk (“\*”), 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 and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable 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) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON MARYLAND INC.**

**and**

**QWEST COMMUNICATIONS CORPORATION**

This Amendment No. 1 (this "Amendment") is made this 29th day of January 2001 (the "Effective Date") by and between Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc., a Maryland corporation ("Verizon"), and Qwest Communications Corporation, d/b/a Qwest ("Qwest"), a Delaware corporation. Verizon and Qwest may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties".

**WITNESSETH:**

WHEREAS, VERIZON and Qwest are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated August 14, 2000, (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Intentionally Omitted.

(b) Dark Fiber.



## DARK FIBER AMENDMENT

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, Verizon shall provide to Qwest access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A “Dark Fiber Loop” means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that Verizon has not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A “Dark Fiber IOF” means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Qwest central office, but, in either case, that Verizon has not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. The Dark Fiber Loop or Dark Fiber IOF provided by Verizon may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time Qwest placed an order for the fiber. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Qwest with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) Qwest may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and Qwest may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Qwest may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Subject to the intervals stated in section 1 (b) (8), below, Verizon will connect a Dark Fiber Loop to a Qwest collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a Qwest collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Subject to the intervals stated in section 1 (b) (8), below, Verizon will connect a Dark Fiber IOF between two Verizon central offices to Qwest collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a Qwest central office to a Qwest collocation arrangement in the Verizon central office and to the fiber distribution frame in the Qwest central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a Qwest collocation arrangement and to the fiber distribution frame in a Qwest central office by installing appropriate cross connections.

## DARK FIBER AMENDMENT

Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

(3) Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide Qwest with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for Qwest, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, and Verizon's execution and delivery of this Amendment shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Qwest order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, Qwest shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). Verizon shall notify Qwest whether or not spare facilities are available, and when such facilities are available, provide Qwest with an estimate of the mileage of those facilities. Qwest cannot order access to spare facilities until Verizon has notified Qwest that the facilities are available, and Verizon does not guarantee or warrant that the facilities will be available when Qwest submits an order to Verizon for access to the facilities. Upon acceptance of a complete and accurate order, Verizon will provide Qwest with the Dark Fiber Loop or Dark Fiber IOF (as the case may be) subject to the intervals in section 1 (b) (8), below. When Qwest submits an order to Verizon for access to spare facilities that Verizon has previously notified Qwest are available, Qwest assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Qwest the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Qwest subject to the agreement of Qwest, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Qwest acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Upon receipt of a request for a fiber layout map, Verizon will provide an estimated cost and negotiated interval to deliver the fiber layout map, the quote for which shall be made available to Qwest within thirty (30) business days.

(ii) A field survey which is used to provide information regarding the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a Qwest central office or a Verizon end office and the premises of a Customer. If the field survey shows the availability of dark fiber pairs, the field survey will indicate whether or not

## DARK FIBER AMENDMENT

such pairs are defective, whether or not such pairs have been used by Verizon for emergency restoration activity and the results of tests performed to determine the transmission characteristics, e.g. power loss, of Verizon dark fiber pairs. Verizon will test the dark fiber using available optical test equipment. If a field survey shows that a dark fiber pair is available and Qwest submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and Qwest assumes all risk that the pair will not be available. Upon acceptance of a complete and accurate order for a field survey, Verizon will provide an estimated cost and negotiated interval to conduct the field survey and provide results, the quote for which shall be made available to Qwest within thirty (30) business days. If a Qwest submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Qwest assumes all risk that the pair will not be compatible with Qwest's equipment, including, but not limited to, order cancellation charges.

(6) Qwest shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of Qwest; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Qwest's collocation arrangements with any proper cross connects or other equipment that Qwest needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) Qwest acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Qwest has obtained access to such dark fiber, and Qwest assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) Verizon shall provide Qwest with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Qwest has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at Qwest's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

DARK FIBER AMENDMENT

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-embedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Qwest for such dark fiber.

(10) Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Qwest and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by Qwest over such dark fiber, any equipment of Qwest or anything other than the physical integrity of such dark fiber. Qwest shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall maintain and repair Dark Fiber Loops and Dark Fiber IOF on a non-discriminatory basis. Qwest acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. Qwest accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) Qwest reports to Verizon a Customer trouble, (b) Qwest requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities, equipment, or personnel, in whole or in part, then Qwest shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Qwest is not available at the appointed time. If as the result of Qwest instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Qwest by Verizon. If as the result of Qwest instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Qwest by Verizon.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

## DARK FIBER AMENDMENT

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Qwest on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit either party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to Qwest, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to Qwest, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to Verizon's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Intentionally omitted.

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Dark Fiber Loops and Dark Fiber IOF, collectively, the

DARK FIBER AMENDMENT

“Rates” and, individually, a “Rate”), as set forth in Exhibit A, and subject to Section 1(f)(2) of this Amendment. If Verizon bills Qwest an order expedite charge and fails to meet the due date on the expedited order, Qwest may request a credit of the order expedite charge. However, Verizon will apply standard non-recurring charges, as applicable.

(2) The Parties shall cooperate to true up amounts billed by Verizon to Qwest and paid by Qwest to Verizon based on an interim Rate for a Dark Fiber Loop, or a Dark Fiber IOF if the Maryland Public Service Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. 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.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

DARK FIBER AMENDMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

QWEST COMMUNICATIONS CORP.

VERIZON MARYLAND INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Jeffrey A. Masoner

Title: \_\_\_\_\_

Title: Vice-President - Interconnection Services  
Policy & Planning

DARK FIBER AMENDMENT

Exhibit A

Verizon Maryland Inc. and Qwest 2

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS	Rates	
	Dark Fiber	
	Monthly Recurring Charges	Non-Recurring Charges
<b>Dark Fiber - Records Review</b>	-	\$266.23*
<b>Dark Fiber - IOF</b>		
<b>Verizon C.O. to Verizon C.O.</b>		
Service Order	-	\$52.62*
Serving Wire Center ("SWC") Charge/SWC/Pair	\$6.71*	\$37.59*
IOF Mileage/Pair/Mile	\$85.22*	-
IOF Mileage Installation Charge/Pair	-	\$189.63*
Expedited Handling Charge	-	\$128.85*
<b>Verizon C.O. to CLEC C.O.</b>		
Service Order	-	\$52.62*
SWC Charge/SWC/Pair	\$6.71*	\$37.59*
Channel Termination Charge/CLEC C.O.	\$117.04	\$332.71*
Expedited Handling Charge	-	\$178.71*
<b>Dark Fiber - Loop</b>		
Service Order	-	\$52.62*
SWC Charge/SWC/Pair	\$6.71*	\$34.00*
Loop Charge/Pair:		
Rate Group A1	\$156.91*	\$578.35*
Rate Group A23	\$161.21*	\$578.35*
Rate Group B1	\$264.62*	\$578.35*
Rate Group B2	\$206.67*	\$578.35*
Expedited Handling Charge	-	\$259.89*
<b>Time and Materials Charges</b>		
Network Transport Engineering ("NTE") Planning/Hour	-	\$44.56*
NTE Design/Hour	-	\$44.56*
NTE Technician/Hour	-	\$34.54*
CO Technician/Hour	-	\$32.74*

2 All rates and/or rate structures set forth herein, that are marked with an asterisk (\*), shall be interim rates and/or rate structures. These rates and/or rate structures shall be considered interim in nature, until they have been replaced or made effective on a prospective basis by such rates and/or rate structures as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Exhibit A.

3 Rate Group A2 is modified to include the Hagerstown, Cumberland, and Salisbury exchanges.



## AMENDMENT

to

## INTERCONNECTION AGREEMENTS

**THIS AMENDMENT** (this “Amendment”), effective as of September 30, 2004 (the “Effective Date”), amends each of the Interconnection Agreements (the “Interconnection Agreements”) by and between each of the Verizon incumbent local exchange carrier (“ILEC”) affiliates listed in Attachment 1 (individually and collectively “Verizon” or the “Verizon Parties”) and Qwest Communications Corporation, Qwest Interprise America, Inc., Qwest Communications Corporation of Virginia, and Qwest Interprise America of Virginia, Inc. (individually and collectively “Qwest” or the “Qwest Parties”); Verizon and Qwest are referred to herein individually as a “Party” and collectively as the “Parties”. Attachment 2 hereto lists, to the best of the Parties’ knowledge, the Interconnection Agreements in effect as of the Effective Date.

### WITNESSETH:

**WHEREAS**, Verizon and Qwest are Parties to Interconnection Agreements under Sections 251 and 252 of the Act.

**WHEREAS**, the Parties wish to amend the Interconnection Agreements to reflect their agreements on DC power matters, as set forth in Attachment 3 hereto.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. Amendments to Interconnection Agreements. The Parties agree that the terms and conditions set forth in Attachment 3 hereto shall govern the Parties’ mutual rights and obligations with respect to DC power for collocation provided by Verizon to Qwest.
2. Conflict between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to delete and replace all provisions governing the rates, terms and conditions applicable to DC power for collocation provided by Verizon to Qwest. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Interconnection Agreements, this Amendment shall govern.
3. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. 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.
5. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in Sections 1 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

**THE QWEST PARTIES**

**THE VERIZON PARTIES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 1 to Amendment to Interconnection Agreements**

Verizon Delaware Inc.  
Verizon Maryland Inc.  
Verizon New Jersey Inc.  
Verizon Pennsylvania Inc.  
Verizon Virginia Inc.  
Verizon Washington, DC Inc.  
Verizon West Virginia Inc.  
Verizon New England Inc.  
Verizon New York Inc.

**Attachment 2 to Amendment to Interconnection Agreements**

**Interconnection Agreements Between The Parties as of January 6, 2005**

Verizon Entity	Qwest Entity	State	Effective Date
Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	Qwest Communications Corporation	DC	03/19/1999
Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	Qwest Communications Corporation	DE	06/09/1999
Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Qwest Communications Corporation	MA	03/19/1999
Verizon Maryland, Inc.	Qwest Communications Corporation	MD	08/14/2000
Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	Qwest Communications Corporation	NJ	03/19/1999
Verizon New York Inc., f/k/a New York Telephone Company d/b/a Bell Atlantic New York	Qwest Communications Corporation	NY	03/19/1999
Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	Qwest Communications Corporation	PA	06/07/1999
Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	Qwest Communications Corporation of Virginia	VA	03/19/1999
Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	Qwest Interprise America, Inc.	DC	09/01/1999
Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	Qwest Interprise America, Inc.	DE	09/01/1999
Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and	Qwest Interprise America, Inc.	MA	06/23/1997

Telegraph Company, d/b/a Bell Atlantic - Massachusetts			
Verizon Maryland, Inc. f/k/a Bell Atlantic – Maryland, Inc.	Qwest Interprise America, Inc.	MD	09/01/1999
Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	Qwest Interprise America, Inc.	NJ	09/01/1999
Verizon New York Inc., f/k/a New York Telephone Company d/b/a Bell Atlantic New York	Qwest Interprise America, Inc.	NY	06/23/1997
Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	Qwest Interprise America, Inc.	PA	09/08/1999
Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	Qwest Interprise America of Virginia, Inc.	VA	09/08/1999

### **Attachment 3 to Amendment to Interconnection Agreements**

To the extent required by the Agreement to provide DC power for collocation to Qwest, Verizon shall provide DC power to Qwest in accordance with the rates, terms and conditions set forth in Verizon's intrastate collocation tariffs.