

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

Dated as of November 20, 1998

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

PAETEC COMMUNICATIONS, INC.

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 20th day of November, 1998 (the "Effective Date"), by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and PaeTec Communications, Inc. ("PaeTec"), a Delaware corporation with offices at 290 Woodcliff Drive, Fairport, New York 14450 (each a "Party" and, collectively, the "Parties").

WHEREAS, PaeTec has requested that BA make available to PaeTec Interconnection, service and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and amendments thereto) between ACC National Telecom Corp. and BA, dated as of June 8, 1998, for the Commonwealth of Pennsylvania, approved by the Board under Section 252 of the Act (the "Separate Agreement") and attached as Appendix 1 hereto; and

WHEREAS, BA has undertaken to make such terms and conditions available to PaeTec hereby only because and, to the extent required by, Section 252(i) of the Act.

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, PaeTec and BA hereby agree as follows:

1.0 Incorporation of Appendices by Reference

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement (as set forth in Appendix 1 hereto), as it is in effect on the date hereof after giving effect to operation of law, and of the other Appendices hereto are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in Appendix 1 hereto to ACC National Telecom Corp. or to ANTC shall for purposes of this Agreement be deemed to refer to PaeTec.

1.3 References in Appendix 1 hereto 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 Appendix 1 hereto, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated.

1.4 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 of Appendix 1 hereto shall be sent to the following address on behalf of PaeTec:

PaeTec Communications, Inc.
Attn: Mr. Lindsay
290 Woodcliff Drive
Fairport, New York 14450
Facsimile: (716) 385-8994
Phone: (716) 340-2500

1.5 All references in Appendix 1 hereto to “800/888” shall be deleted in their entirety and replaced with the following: “800/888/877”.

1.6 All notices, affidavits, exemption-certificates or other communications to PaeTec under Section 28.7.7 of Appendix 1 hereto shall be sent to the following address:

PaeTec Communications, Inc.
Attn: Ms. VanDruff
290 Woodcliff Drive
Fairport, New York 14450
Facsimile: (716)385-8994
Phone: (716) 340-2500

1.7 All notices, affidavits, exemption-certificates or other communications to BA under Section 28.12 of Appendix 1 hereto shall be sent to the following address:

Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, New York 10036

1.8 Notices to PaeTec under Section 28.12 of Appendix 1 hereto shall be sent to the following address:

PaeTec Communications, Inc.
Attn: Mr. Ambrosi
Manager of Regulatory Affairs
290 Woodcliff Drive
Fairport, New York 14450
Facsimile: (716) 340-2563
Phone: (716) 340-2500

1.9 Notices to BA under Section 28.12 of Appendix 1 hereto shall be sent to the following address:

President - Telecom Industry Services

Bell Atlantic Corporation
1095 Avenue of the Americas
40th Floor
New York, New York 10036
Facsimile: (212) 597-2585

with a copy to:

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

with a copy to:

Vice President and General Counsel
Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street
Philadelphia, PA 19103
Facsimile: (215) 563-2658

1.10 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 Appendix 1 hereto.

1.11 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 Appendix 1.

2.0 Clarifications

2.1 Section 1.51, definition of “Local Traffic”, and Section 5.7.3 on Reciprocal Compensation arrangements of Appendix 1 hereto, are hereby deleted in their entirety and replaced as follows:

1.51 “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. Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission (“Internet Traffic”).

5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service or other forms of exchange access, including origination or termination of Internet Traffic. 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.

2.2 The entry into, filing and performance by BA of this Agreement does not in any way constitute a waiver by BA of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Board, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with PaeTec's election under Section 252(i) of the Act.

2.3 Notwithstanding any provision of this Agreement, the BA shall have no obligation to perform under this Agreement until such time as PaeTec 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 the Commonwealth of Pennsylvania as a local exchange carrier.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 20th day of November, 1998.

PAETEC COMMUNICATIONS, INC.

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:¹**

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Call Termination²		
Traffic Delivered at BA End Office	\$.001864/MOU	Not Applicable
Traffic Delivered at BA Tandem	\$.002902/MOU	Not Applicable

¹ Unless a citation is provided to a generally applicable BA tariff, all listed rates and services available only to PaeTec 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 PaeTec in the carriage of Toll Traffic shall be subject to BA's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by BA.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved or allowed into effect by the Commission, the Parties shall amend Exhibit A to reflect the new approved rates.

² See note 6 regarding measurement and calculation of local traffic termination charges.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

II. Unbundled Transport

A. Dedicated Transport

Voice Grade/DS-0

\$10.37/Month &
\$.03/Mile/Month

Voice 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. Transit Arrangements (for Interconnections between PaeTec and Carriers other than BA)

Tandem Switching

\$.000836/MOU

Per Section II. above and V., as applicable

Switched Transport

\$.000152/MOU

\$.000004/MOU/Mile

III. Unbundled Switching¹**A. Local Switching Ports**

POTS/PBX/Centrex

\$2.67/Port/Month

\$1.05/Service Order Per Port: \$2.97/Installation \$1.32/Disconnect
\$1.05/Service Order Per Port: \$2.97/Installation \$1.32/Disconnect

ISDN (BRI)

\$10.28/Port/Month

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

¹ 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

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 Installation &
\$210.46/Additional Installations

Virtual DS1 with CFA (24DS0s with IDLA)

\$44.08/Month

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
V. Collocation Cross-Connection (Continued)		
B. Other		
Physical DS3	\$84.27/Month	<u>All:</u> \$1.05/Service Order \$481.36/Initial Installation & \$194.71/Additional Installations
Physical DS1	\$15.72/Month	
Virtual DS3	\$88.81/Month	
Virtual DS1	\$16.12/Month	
VI. Time and Materials		
Special Construction	As applicable per BA-PA PUC 1 sec. 9	
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$1.05/Service Order \$26.24/Premises Visit \$12.10 Labor Charge/ Quarter Hour After First Quarter Hour
Central Office Technician	Not Applicable	\$1.05/Service Order \$10.42 Labor Charge/ Quarter Hour or Fraction Thereof
VII. Signaling and Databases		
A. STP Port		
Termination	\$640.02/Month	\$94.15/Port
Access	\$.47/Mile/Month	\$1.05/Service Order \$274.06/Initial Facility & \$24.01/Additional Facility
B. 800/888 Database		
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 PaeTec'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. PaeTec Network Query	\$.0007/Query	Not Applicable
c. PaeTec 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. PaeTec Network Service Activation	Not Applicable	\$8.37/Service Activated/Line
c. PaeTec 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 PaeTec per separate arrangement

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:****IX. Operator Services/Directory Assistance**

Direct Access	\$.0342/Query	\$32,135.28/Link & \$15,206.81 Service Establishment
Directory Assistance	\$.3664/Call	Not Applicable
Directory Transport		
Tandem Switching	\$.000730/Call	Not Applicable
Tandem Switched Transport	\$.000132/Call & \$.000003/Mile/Call	Not Applicable
Operator Services - Live	\$.01280/Operator Work Second	Not Applicable
Operator Services - Automated	\$.00158/Automated Work Second	Not Applicable
Branding for Directory Assistance and/or Operator Services	Not Applicable	\$1,358.62/Message
Carrier-to-Carrier LSV/VCI Requests	\$.01280/Operator Work Second	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
X. Access to Operation Support Systems		
A. Pre-Ordering	\$.22/Query	Not Applicable
B. Ordering	\$3.34/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair		
1. ECG Access	\$.22/Query	Not Applicable
2. EB/OSI Access	\$1.16/Trouble Ticket	Not Applicable
E. Billing		
1. CD-ROM	\$246.59/CD-ROM	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	\$.000258/Message	Not Applicable
b. Delivery of DUF		
Data Tape	\$17.18/Tape	\$61.39/Programming Hour
Network Data Mover	\$.000094/Message	Not Applicable
CMDS	\$.000094/Message	\$61.39/Programming Hour
c. DUF Transport		
9.6 kb Communications Port	\$10.24/Month	\$7,437.36/Port
56 kb Communications Port	\$28.29/Month	\$30,778.91/Port
256 kb Communications Port	\$28.29/Month	\$51,236.88/Port
T1 Communications Port	\$359.31/Month	\$182,827.99/Port
Line Installation	Not Applicable	\$61.39/Programming Hour/Port
Port Set-up	Not Applicable	\$9.85/Port
Network Control Programming Coding	Not Applicable	\$61.39/Programming Hour/Port
XI. Exchange Access Service		
Interstate	Per BA-FCC tariff number 1	
Intrastate	Per BA-PA tariff number 302	

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

XII. Number Portability

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

XIII. 911/E911

Transport

Per section II above.

Data Entry and Maintenance

No Charge

XIV. Poles Conduits & ROW

Per contract rates pursuant to 47 U.S.C. sec.
224

Illustrative:

Duct: \$5.45/Foot/Year

Pole: \$3.98/Attachment/Year

XV. Network Interface Device (NID)

\$.68/Month

Not Applicable

**XVI. Access to Telephone Numbers (NXX codes issued
per ICCF Code Administration Guidelines)**

No Charge

XVII. Local Dialing Parity

No Charge

XVIII. Customized Routing

To Reseller Platform

\$.142360/Line/Month

\$3.84/Line

To BA Platform for Re-Branding

\$.08330/Call

\$3.84/Line

Customized Routing Transport

Per section II above.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

XIX. Wholesale Discount for Resale of Retail Telecommunications Services²

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

² 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. PaeTec SERVICES, FACILITIES, AND ARRANGEMENTS:**Service or Element Description:****Recurring Charges:****Non-Recurring Charge:****I. Local Call Termination¹**

Traffic Delivered at End Office
Traffic Delivered at Tandem

\$.001864/MOU

Not Applicable

\$.002902/MOU

Not Applicable

II. Number Portability

Interim

\$1.50/Month/Ported
Number

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

Permanent

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

Per PaeTec FCC exchange access tariff.

Intrastate

Per PaeTec PA tariff exchange access tariff.

IV. Local Dialing Parity

No Charge

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

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

VI. Other Services

\$.03/Call

No Charge

Information Service Billing Fee

¹ 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 PaeTec

1. Single-tiered interconnection structure:

PaeTec'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 PaeTec to BA Access Tandem for most recent billed quarter.

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

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

PaeTec Charge at the PaeTec-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 PaeTec 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 PaeTec to any carrier)

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

C. Miscellaneous Notes

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

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

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

For purposes of Section 3, (i) business Telephone Exchange Service shall be considered “fully operational” in a LATA in Pennsylvania when PaeTec has an effective Tariff for business Telephone Exchange Service in Pennsylvania and has 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 PaeTec, and (ii) residential Telephone Exchange Service shall be considered “fully operational” in a LATA in Pennsylvania when PaeTec has an

¹ SS7 certification scheduling depends on actual schedule availability at time of request.

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

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

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 PaeTec.

SCHEDULE 4.0

PENNSYLVANIA

PaeTec IP's

BA IP's

TBD

TBD

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

Dated as of April 15, 1998

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

ACC NATIONAL TELECOM CORP.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 15th day of April, 1998 (the "Effective Date"), by and between Bell Atlantic -Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103 and ACC National Telecom Corp. ("ANTC"), a Delaware corporation with offices at 400 West Avenue, Rochester, NY 14611 (the "Parties").

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

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

WHEREAS, Sections 251 and 252 of the Telecommunications Act of 1996 have specific requirements for interconnection, unbundling, and service resale, and the Parties intend that this Agreement satisfy those provisions;

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, ANTC and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which BA and ANTC (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 Utilities 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.

1.0 DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.

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 “Affiliate” is As Defined in the Act.

1.4 “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.

1.5 “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.

1.6 “Applicable Laws or “Law” means all laws, Regulations, and orders (state or federal) which are applicable to each Party’s performance of its obligations hereunder.

1.7 “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 Pennsylvania Commission.

1.8 “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.

1.9 “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.

1.10 “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.

1.11 “Busy Line Verification” or “BLV” has the same meaning as “Line Status Verification” defined at 1.48 below.

1.12 “Busy Line Verification Interrupt” or “BLVI” has the same meaning as “Verification with Call Interruption” defined at 1.89 below.

1.13 “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.

1.14 “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 or 911 Tandem.

1.15 “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.

1.16 “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.

1.17 “Commission” means the Pennsylvania Public Utilities Commission.

1.18 “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 ANTC 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.

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

1.20 “Cross Connection” means a jumper cable, electric cross-connect, or similar connection provided 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.

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

1.22 “Customer Proprietary Network Information” or “CPNI” is As Defined in the Act.

1.23 “Dedicated Transit Service” provides for the dedicated connection between an ANTC collocation arrangement established pursuant to applicable tariffs and/or license agreements at a BA premises and a collocation arrangement of a third party carrier that maintains a collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a cross-connection (dedicated connection) using suitable BA-provided cable or transmission facilities or any other mutually agreed upon arrangement.

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

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

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

1.27 “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.

1.28 “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.

1.29 “800” or “888” refers to service area codes designated by the FCC as toll free and includes any subsequent toll free Service Access Codes (“SACs”).

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

1.31 “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. document that defines industry standards for Exchange Message Records.

1.32 “FCC” means the Federal Communications Commission.

1.33 “FCC Regulations” or “Regulations” means Title 47 of the Code of Federal Regulations, including but not limited to the amendments adopted in, and the additional requirements of any Orders or directives issued by the FCC including, but not limited to the First Report and Order in *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).

1.34 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a digital loop transmission technology which permits the transmission of up to 784 kbps simultaneously in both directions on a single non-loaded, twisted copper pair or up to 1544 kbps simultaneously in both directions on two non-loaded, twisted copper pairs.

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

1.36 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.

1.37 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).

1.38 “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.

1.39 “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.

1.40 “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).

1.41 “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.

1.42 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, interLATA and in some instances intraLATA Telephone Toll Services.

1.43 “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.

1.44 “InterLATA” is As Defined in the Act.

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

1.46 “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.

1.47 “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. For purposes of this Agreement, LSV shall also mean “Busy Line Verification” or “BLV”.

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

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

1.51 “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.

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

1.53 “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.

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

1.55 “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.

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

1.57 “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.

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

1.59 “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, or, where applicable, an ANTC-provided interface terminating ANTC’s telecommunications network on the property where the Customer’s services is located at a point determined by ANTC. The NID contains a FCC Part 68 registered jack from which Inside Wire may be connected to the other Party’s network.

1.60 “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.

1.61 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic

NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.62 “NXX,” “NXX Code,” or “End Office Code” means the first three digits of a seven digit telephone number.

1.63 “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.

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

1.65 “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.

1.66 “Rate Demarcation Point” means the point where network access recurring charges and BA responsibility stop and beyond which Customer responsibility begins, determined in accordance with FCC rules, any applicable State Commission regulations, or Tariffs.

1.67 “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.

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

1.69 “Resale Telecommunications Service” means any Telecommunications Service that BA provides at retail to subscribers who are not Telecommunications Carriers.

1.70 “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.

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

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

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

1.74 “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.

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

1.76 “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).

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

1.78 “Telecommunications” is As Defined in the Act.

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

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

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

1.82 “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.

1.83 “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.

1.84 “Traffic Exchange Trunks” is as defined in Section 4.1.1 hereof.

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

1.86 “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.

1.87 “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.

1.88 “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. VCI shall also mean “Busy Line Verification Interrupt” or “BLVI”.

1.89 “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.

1.90 “Wire Center” means a building or portion of a building occupied by a Party 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 The terms and conditions of any and all attachments, schedules and exhibits hereto as amended from time to time by mutual agreement of the Parties are incorporated herein by reference and shall constitute part of this Agreement as if fully set forth herein. This Agreement shall be construed and/or interpreted wherever possible to avoid conflict between the provisions hereof and the attachments, schedules or exhibits hereto, provided that if a conflict shall arise with any attachment, schedules or exhibits, the provisions of this Agreement shall control, unless otherwise designated. Subject to the terms set forth in Section 20, to the extent 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.

2.3 Other Definitional Provisions. The terms defined in this Agreement include the plural as well as the singular. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder", and other words of similar import refer to this Agreement as a whole. . The words "include" and "including" shall not be construed as terms of limitation. The word “day” or “days” shall mean calendar day(s) unless otherwise designated.

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 . Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the intention of the Parties to interconnect in additional LATAs pursuant to Subsection 4.4 by attaching one or more supplementary schedules to Schedule 3.0. The Parties agree that the proper performance of the terms of this Agreement will satisfy BA’s obligation to provide Interconnection to ANTC under Section 251 of the Act. ANTC

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

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

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

4.1 Scope

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

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

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA 800/888 traffic, between ANTC 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.

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, and/or other points as specified herein, and, in the case of ANTC, 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 ANTC network at which ANTC will provide transport and termination of traffic shall be designated as the ANTC Interconnection Points ("ANTC-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, subtended by the terminating End Office. In the event either party establishes additional Central Office switches or other IPs in a LATA after the Effective Date, such party shall provide notice of said Central Office switches or IPs to the other party in accordance with the time periods set forth in Subsection 28.1.17, below.

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 Grooming 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 pursuant to the dispute resolution process set forth in Section 28.11. 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 in the same rating and routing location.

4.1.5 In recognition of the large number and variety of BA-IPs available for use by ANTC, ANTC'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 ANTC-IPs available to BA to select from for similar purposes, ANTC shall charge BA no more than ANTC's Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to an ANTC-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 shall configure separate trunk groups (as described in Subsection 4.1.1 above) for traffic from ANTC to BA, and for traffic from BA to ANTC, respectively; however, the trunk groups shall be equipped as two-way trunks for testing purposes. As provided in Section 10 below, the Parties agree to consider as part of the Joint Process the feasibility of combining any of the separate trunk groups into a single two-way trunk group.

4.2 Physical Architectures

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

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

To the extent required by the Act, BA will make available to ANTC any other technically feasible method of interconnection, using the Bona Fide Request process set forth in Exhibit B.

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

4.2.4 ANTC may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without

limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

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

- (a) upon reasonable notice to ANTC, a Physical Collocation facility BA establishes at the ANTC-IP;
- (b) a Physical or Virtual Collocation facility established separately at the ANTC-IP by a third party with whom BA has contracted for such purposes; and/or
- (c) an entrance facility leased from ANTC (and any necessary multiplexing), where such facility extends to the ANTC-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 ANTC-IP pursuant to Section 13. ANTC shall provide the transport and termination of the traffic beyond the ANTC-IP.

4.2.7 BA may order from ANTC 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 any applicable Tariff(s), or as may be agreed to between the Parties.

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

4.3 Mid-Span Meets

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (i) a Mid-Span Meet arrangement in accordance with the terms of this Subsection 4.3 that utilizes either wireless or wireline transmission facilities, or a combination of both, or (ii) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms BA offers such SONET services to other carriers. In the event the Parties agree to adopt a Mid-Span Meet arrangement that utilizes both wireless and wireline facilities, ANTC 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 fiber hand-off to BA.

4.3.2 The establishment of any Mid-Span Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting,

equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Meet arrangement. The Parties shall meet to discuss any Mid-Span Meet arrangements requested by either Party within forty-five (45) days of such request. The Parties shall negotiate in good faith and use all commercially reasonable efforts to reach agreement on the above as promptly as possible. Any Mid-Span Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

4.3.3 Mid-Span Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this Subsection 4.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Meet), and, as necessary, completion of a joint operational and technical test. The Parties will work in good faith to reach such agreement. In addition, access to unbundled Network Elements via a Mid-Span Meet arrangement for access to such Elements, shall be as required by Applicable Law pursuant to the terms and conditions set forth herein, 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 ANTC determines to offer Telephone Exchange Services in any LATA not listed in Schedule 3.0 in which BA also offers Telephone Exchange Services, ANTC 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 ANTC has designated in the new LATA; (ii) ANTC's requested Interconnection Activation Date (and related milestone dates in accordance with the format in Schedule 3.0); and (iii) a forecast of ANTC's trunking requirements.

4.4.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) ANTC has identified as its initial Routing Point(s) in the LATA as the ANTC-IP(s) in that LATA and shall designate mutually agreed upon a BA Tandem Office(s) within the LATA nearest to the ANTC-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 ANTC-IP, the ANTC-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 ANTC; provided, however, that unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of ANTC's notice, BA and ANTC shall confirm the BA-IP, the ANTC-IP and the Interconnection Activation Date for the new LATA by attaching an addendum to Schedule 3.0.

4.5 Interconnection Points for Different Types of Traffic

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

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

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 ANTC 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 ANTC, the subtending arrangements between ANTC Tandem Switches (or functional equivalent) and ANTC End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which ANTC 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, and any service standards established herein or in relevant FCC or Commission regulations or proceedings.

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 ANTC that originates with a third carrier is addressed in Subsection 7.3. Where ANTC delivers Traffic (other than Local Traffic) to BA, except as may be set forth herein or subsequently agreed to by the Parties, ANTC shall pay BA the same amount that such carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by ANTC. 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 ANTC 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 Subsections 5.7.2.1 - 5.7.2.6 and Subsection 20.1.2, below. These rates are to be applied at the ANTC-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by ANTC. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the ANTC-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.

5.7.2.1 Where rates have been approved by the Commission, ANTC will pay BA the approved rate for termination of Local Traffic at the Tandem Office (including both transport and End Office termination) for Local Traffic ANTC delivers to BA at the serving BA Tandem

Office, and ANTC will pay BA the approved rate for End Office termination for Local Traffic ANTC delivers to BA at the serving BA End Office.

5.7.2.2 Where rates have not been approved by the Commission, ANTC will pay BA interim rates of \$.005 per minute for transport and termination of Local Traffic ANTC delivers to BA at the serving BA Tandem Office and \$.003 per minute for termination of Local Traffic ANTC delivers to BA at the serving BA End Office.

5.7.2.3 When the Commission approves rates for Tandem Office transport and termination and End Office termination, such rates will supersede the interim rates set forth in Subsection 5.7.2.2, above, without a retroactive true-up.

5.7.2.4 Absent a Commission ruling to the contrary, BA will pay ANTC the applicable End Office termination rate set forth above for Local Traffic BA delivers to ANTC's single switch in a LATA. The same rate will apply to Internet traffic delivered to ANTC, except as provided in Subsection 5.7.2.6, below.

5.7.2.5 Where a Commission ruling applicable to BA requires BA to treat a CLEC's single switch as a tandem switch for reciprocal compensation purposes, BA will pay ANTC on that basis for Local Traffic BA delivers to ANTC's single switch in a LATA (without conceding that Tandem Office rates should apply in a single-switch situation, or precluding BA's ability to challenge any Commission ruling to that effect), except as follows: BA may designate one or more ANTC NXXs for "virtual" End Office treatment, and may choose to route Local Traffic to such NXXs over dedicated trunk(s). Any such trunk may carry traffic for more than one such designated NXXs. For any Local Traffic routed over such dedicated trunks, BA shall pay ANTC at the effective End Office termination rate (instead of the Tandem Office transport and termination rate); *provided* that where ANTC makes actual End Office connection possible, BA must directly connect to the ANTC End Office serving any ANTC NXX in order to qualify for the End Office termination rate.

5.7.2.6 If the FCC determines that Internet traffic is not subject to reciprocal compensation, the Parties will renegotiate their arrangement to comport with that decision.

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

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

5.7.5 Each Party reserves the right to measure and audit all Traffic, to ensure that proper rates are being applied appropriately, provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to

be installed for sampling purposes in conjunction with any such audit. Except as otherwise provided herein, audits shall be conducted pursuant to Section 28.10.

5.7.6 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.

5.8 Call Detail

5.8.1 BA will record usage originating from ANTC customers using certain BA Network Elements or BA Telecommunications Services with no rounding of billable time on unrated usage to full minutes. Recorded usage detail generally includes, but is not limited to, the following categories of information where BA currently records such data in the ordinary course of its business: (i) completed calls, including 800 calls and alternately billed calls; (ii) calls to directory assistance; and (iii) calls to and completed by Operator Services where BA provides such service to an ANTC Customer.

5.8.2 BA shall provide call detail information to ANTC daily, according to the designated BA data center schedule, excluding holidays, unless otherwise negotiated. BA and ANTC will exchange schedules of designated data center holidays. BA shall provide ANTC with call detail information for at least ninety percent (90%) of recorded call events within five (5) business days of when the ANTC Customer incurred such usage. BA and ANTC will work cooperatively to promptly analyze and resolve any problems or anomalies in the data, as reported by either Party.

5.8.3 BA will provide call detail information in the standard industry format. The call detail information content and transmission process shall be tested as mutually agreed by the Parties.

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 ANTC Telephone Exchange Service Customers and Interexchange Carriers (“Access Toll Connecting Trunks”), in any case where ANTC 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 ANTC 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 ANTC's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow ANTC'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 ANTC utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to a Tandem BA utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which BA Tandem(s) will be subtended by each ANTC End Office Switch. ANTC'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 and negotiated in good faith as part of the Joint Implementation and Grooming Process.

6.3 Meet-Point Billing Arrangements

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

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA 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 ANTC 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/Multiple Tariff” option, 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 serving Wire Center combination shall be calculated in accordance with the formula set forth in Subsection 6.3.16 below.

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

6.3.8 BA shall provide ANTC 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 ANTC 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 ANTC: ACC National Telecom Corp.
 400 West Ave.
 Rochester, NY 14611
 Attn: Augie Lindsay
 Facsimile: (716) 987-3450

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 If either Party discovers an error (or is notified of an error by an IXC or Customer), that Party agrees to provide the other Party with notification 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 Nothing contained in this Subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

6.3.14 The charge for any of the services rendered or information provided pursuant to this Subsection 6.3 shall be as referenced in Exhibit A.

6.3.15 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.

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

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

where:

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

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

ANTC 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 ANTC's delivery of notice to BA, BA and ANTC shall confirm the new Rating Point/BA serving Wire Center combination and billing percentages.

6.3.17 Within thirty (30) days of a request by ANTC, 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 ANTC 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 ANTC delivers translated 800/888 calls to BA for completion

(a) to an IXC, ANTC shall:

- (i) Provide a MPB record in an industry standard format to BA; and
- (ii) Bill the IXC the appropriate ANTC query charge associated with the call.

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

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

- (i) Bill ANTC the appropriate BA query charge associated with the call; and
- (ii) Bill ANTC the appropriate FGD Exchange Access charges associated with the

call.

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

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

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

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

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

ANTC 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, ANTC shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between ANTC 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 rates referenced in Exhibit A, 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 operator services Tandem Office or other mutually agreed point in the LATA. Unless otherwise mutually agreed, the Parties shall configure LSV/VCI trunks over the Interconnection architectures in accordance with the terms of Section 4, consistent with the Joint Implementation and Grooming Process. Party A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Party B.

7.3 Transit Service

7.3.1 Each Party shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, local traffic that

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

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

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

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

7.4 911/E911 Arrangements

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

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

7.4.6 ANTC shall be responsible for providing facilities from the ANTC End Office to the 911 Tandem.

7.4.7 BA and ANTC 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.

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

7.4.9 ANTC will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

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

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. The assignment of NXX codes, if done or processed by BA or an Affiliate thereof, whether through the Assignment Guidelines or otherwise, shall be conducted in a nondiscriminatory manner and in parity with how BA or its Affiliate processes and provides to itself, an Affiliate or other carriers. Until such time as number administration is provided by a third party, BA shall provide ANTC access to telephone numbers by assigning NXX codes to ANTC in accordance with such Assignment Guidelines.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide (“LERG”) in order to recognize and route traffic to the other Party’s assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement. BA will test the initial NXX activation in a manner consistent with industry standards. In the event of a switch upgrade or other programming modification to a switch, the Party making the upgrade or program modification (“Modifying Party”) shall work to ensure that the upgraded or modified switch properly recognizes, rates, and routes traffic to and from the other Party’s assigned NXX codes. The Modifying Party shall perform a call-through test from each Central Office, in a single standard class of service, to the newly assigned NXX of the other Party, provided the other Party assigns a test number for the Modifying Party’s use, and that such test number is available for testing on a mutually agreed upon date. If the test number is not available as scheduled, the Parties will negotiate a new date for testing.

8.3 Upon discovering that either Party’s network does not properly recognize an NXX code assigned to the other Party, the discovering Party shall notify the other Party. The Party whose network is malfunctioning will promptly initiate procedures, including root cause analysis where necessary, to locate the source of, and resolve, the problem. The Parties shall work cooperatively to promptly correct all causes of the problem so identified.

8.4 Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, ANTC shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA, in all areas where BA and ANTC service areas overlap, and ANTC 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.

8.5 ANTC will also designate a Routing Point for each assigned NXX code. ANTC 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.

8.6 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 ANTC’s choices regarding the size of the local calling area(s) that ANTC 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 (i) work cooperatively to install and maintain a reliable network, (ii) 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, and (iii) work cooperatively to apply sound network management principles to alleviate or to prevent congestion, in accordance with this Agreement.

9.2 Each Party recognizes a responsibility to follow the standards (including any standards set forth in this Agreement) 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 at the affected site(s) subject, however, to the following:

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

9.3.2 Party A shall have concurrently provided a copy of the notice provided to Party B under Section 9.3.1 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 notify Party B and the appropriate federal and/or state regulatory bodies. Notice to the party at the applicable address identified in Subsection 28.12 by facsimile or other reasonable means shall be deemed sufficient notice under this Subsection.

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

9.4 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 itself, its Affiliates or any other carrier whose network is connected to that of the providing Party. ANTC and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 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 may 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. If, in regard to a particular change, a Party gives earlier notice to any other entity, it will give comparable notice to the other Party, as required by Law.

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

10.1 Joint Network Implementation And Grooming Process

On or before thirty (30) days following the Effective Date, unless the Parties agree to a different date, ANTC and BA shall jointly develop an implementation and grooming process (the 'Joint Grooming Process'). The network architecture established in the Joint Grooming Process shall be in accordance with the following:

10.1.1 The Parties shall implement physical architecture consistent with the guidelines defined in Section 4.0 and the terms and conditions set forth in the Joint Grooming Process.

10.1.2 The Parties shall establish standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to and on parity with the interoffice trunks within BA's network and in accord with, any applicable service quality requirements established by the Parties or state commission, and all appropriate relevant industry-accepted quality, reliability and availability standards. Final trunks provided by either Party for Interconnection services will be engineered using at least a design blocking objective of B.01.

10.1.3 The Parties shall meet to develop 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.

10.1.4 The Parties shall meet to discuss their plans for disaster recovery.

10.1.5 The Parties shall designate, on or before the Effective Date, a procedure for escalating any emergency or urgent matters and personnel that can be reached on a 7 x 24 basis.

10.1.6 The Parties shall meet to develop a process for migration from one-way to two-way Interconnection Trunks as soon as feasible.

10.1.7 The Parties shall meet to develop procedures to govern any ANTC request for information (and BA's response) concerning available BA network facilities that ANTC may purchase as unbundled Network Elements to connect the beginning and end points within given exchanges specified by ANTC.

10.1.8 The Parties shall meet to share information regarding additional technically feasible and geographically relevant IP(s) in a LATA as provided in Subsection 4.1.4 above; and

10.1.9 The Parties shall meet to discuss 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.

10.1.10 If the Parties are unable to develop or finalize any terms or conditions as required by this section or the Joint Grooming Process, the Parties shall resolve any issues in dispute pursuant to Section 28.11. 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 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 Affiliate or other carrier whose network is connected to that of the providing Party.

10.3 Forecasting Requirements for Trunk Provisioning

10.3.1 Within ninety (90) days of executing this Agreement, ANTC shall provide BA a one (1) year traffic forecast. This initial forecast will provide the number of trunks projected to be ordered by ANTC from BA and ordered by BA from ANTC over the next four

(4) quarters. The forecast shall be updated and provided to BA on an as-needed basis but no less frequently than quarterly. In providing forecasts under this Agreement, the Parties will comply with the Bell Atlantic CLEC Interconnection Trunking Forecast Guide dated December 18, 1997 as that Guide may be amended from time to time, and as it is applied throughout the BA region (hereinafter the "Guide").

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

10.3.3 Monitoring and Adjusting Forecasts BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at ANTC's suggestion or request pursuant to the procedures identified in subsection 10.3.1 above. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold ANTC financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that ANTC suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold ANTC financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, ANTC may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold ANTC financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected. BA agrees to make all reasonable efforts to provide ANTC at least ten (10) days' notice prior to disconnecting trunks pursuant to this Subsection 10.3.3.

10.3.4 Reciprocal Responsibility To the extent that BA requires ANTC to install trunks for delivery of traffic to BA, ANTC may apply the same procedures with respect to BA's trunking requirements.

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

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

To the extent required by Applicable Law, BA shall (i) offer to ANTC, upon request, nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point for the provision by ANTC of Telecommunications Services; (ii) unbundle and separately price and offer Network Elements ; (iii) allow ANTC to lease and interconnect to whichever of the Network Elements ANTC requires; (iv) allow the combination by ANTC of network elements, and (v) only if required to do so under Applicable Law, combine BA-provided Network Elements.

11.1 Available Network Elements

At the request of ANTC, BA shall provide ANTC access to unbundled Network Elements, including those unbundled Network Elements listed below, to the extent required by Applicable Law.

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;

and

11.1.8 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 ANTC to access the following ULL types (in addition to those ULLs available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Subsection 11.2.

11.2.1 “2-Wire Analog Voice Grade ULL” or “Analog 2W” provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully

described in Bell Atlantic TR-72565. If “Customer-Specified Signaling” is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.2 “4-Wire Analog Voice Grade ULL” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types (as specified by ANTC 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 ANTC’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 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 ANTC at the rates specified by the Commission, as amended from time to time, subject to the provisions set forth in this Agreement.

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 ANTC at any time after the

Effective Date. In areas where BA has introduced HDSL 4-Wire, HDSL 2-Wire, and/or ADSL 2-Wire services (the “Services”), BA will make ULLs for such Services available to ANTC no later than the date on which it offers any of such Services as a retail service in such areas or the date on which it makes any of such Services or ULLs therefor commercially available to any other Telecommunications Carrier, whichever is earlier.

11.3 Network Interface Device

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

11.4 Unbundled Switching Elements

BA shall make available to ANTC 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 ANTC local transport from the trunk side of BA’s Central Office Switches unbundled from switching, unbundled interoffice transmission facilities, and other services substantially in accordance with Schedule 11.5, as may be modified by BA from time to time in its sole discretion.

11.6 Operations Support Systems

BA shall provide ANTC, in accordance with Applicable Law, 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 ANTC with comparable information via facsimile or other mutually agreed upon medium. ANTC shall not be required to submit its orders electronically until such time as BA has identified the electronic interface that will apply uniformly throughout the BA region.

11.7 Limitations on Unbundled Access

11.7.1 ANTC 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, by other mutually agreed upon means of Interconnection, or as otherwise required by Applicable Law. Each ULL or Port shall, in the case of Collocation, be delivered to ANTC’s Collocation by means of a Cross Connection.

11.7.2 BA shall provide ANTC access to its Unbundled Local Loops at each of BA’s Wire Centers for loops terminating in that Wire Center. In addition, if ANTC 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 ANTC. If, however, no spare physical ULL is available, BA shall within three (3) business days of ANTC's request notify ANTC of the lack of available facilities. ANTC 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). ANTC may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Alternatively, ANTC 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 26.1 and Schedule 26, respectively, shall not apply to ULLs provided under this Subsection 11.7.2.

11.7.3 If ANTC 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 referenced in Exhibit A.

11.7.4 BA will exercise all reasonable efforts to ensure that the service intervals that apply to ULLs and unbundled Ports are comparable to the (i) repair intervals that apply to the bundled dial tone line service, and (ii) installation intervals that apply to other BA-coordinated services, except as provided in Section 26. Although BA will make commercially reasonable efforts to ensure that ULLs and unbundled ports meet specified or agreed-upon technical standards, BA makes no warranty that the ULLs or unbundled Ports supplied by BA hereunder will be compatible with the services ANTC may offer to its Customers if they are used in a manner not contemplated by the Parties, except as otherwise may be required by Applicable Law.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 Any request by ANTC 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. ANTC 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 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 or as otherwise agreed herein.

11.8.3 BA will, on at least a semi-annual basis, notify ANTC 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 ANTC and from ANTC to BA.

11.9.1 Upon request by ANTC, 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 as set forth in Exhibit A. If ANTC elects not to request coordinated cutover, BA will process ANTC’s request in the normal course and subject to the normal installation intervals.

11.9.2 ANTC 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. BA shall provide ANTC with all information, including format and specifications, required to properly complete an electronic or other type of service order, and shall share information and work cooperatively to ensure timely acceptance of ANTC service orders. The format and specifications shall be provided substantially in accordance with applicable industry standards, unless otherwise agreed to by the Parties. Within forty-eight (48) hours of BA’s receipt of such valid service order, BA shall provide ANTC the firm order commitment date according to the Performance Interval Dates set forth in Schedule 26.2 by which the ULLs covered by such service order will be installed.

11.9.3 On each ULL order in a Wire Center, ANTC 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 ANTC and BA personnel will make telephone contact to complete the cutover.

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

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

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

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

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

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

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

11.9.11 If ANTC 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 pass through to ANTC, at standard labor rates, any additional and reasonable labor charges to perform such services. These labor charges will include BA's normal overtime costs for its incremental overtime rates for services ANTC requests to be performed outside of BA's normal business hours (M-F, 8 am to 5 pm, E.S.T.).

11.10 Maintenance of Unbundled Local Loops

If (i) ANTC reports to BA a Customer trouble, (ii) ANTC requests a dispatch, (iii) BA dispatches a technician, and (iv) such trouble was not caused by BA's facilities or equipment, then ANTC shall pay BA the rate referenced in Exhibit A for said dispatch. In addition, this charge also applies in situations when the Customer contact as designated by ANTC is not available at the appointed time. ANTC accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on their test results. If, as the result of ANTC instructions, BA is erroneously requested to dispatch within the Central Office, BA may levy on ANTC an appropriate charge. However, if the trouble is in BA's network, then no charge shall apply. If BA erroneously imposes any charge on ANTC under this Subsection 11.10, then BA shall refund to ANTC all charges applicable to that trouble that were erroneously levied on and paid by ANTC to BA plus interest at the rate applicable to refunds of overpayments pursuant to BA's Tariffs.

11.11 Rates and Charges

BA shall charge the non-recurring and monthly recurring rates for ULLs and other Network Elements set forth in Exhibit A. If the Commission adopts permanent rates consistent with the requirements of the FCC Regulations (to the extent it has not already done so), then such permanent rates shall be applied in the manner described in Exhibit A and Subsection 20.1.2 below.

BA may not impose any charges on ANTC for Services purchased or leased hereunder unless (i) they are identified or referenced herein; (ii) approved by the Commission or the FCC; or (iii) agreed to by both Parties.

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

12.1 Availability of Retail Rates for Resale

To the extent required by Applicable Law, each Party shall make available its Telecommunications Services for resale at the retail rates set forth in its Tariffs to the other Party. In addition, BA and ANTC shall each allow the resale by the other of all Telecommunications Services that are offered 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 ANTC of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties.

12.2 Availability of Wholesale Rates for Resale

To the extent required by Applicable Law, BA shall make available 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. Except as otherwise provided in this Agreement, 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 Customer-Specific Service Offerings

To the extent required by Applicable Law, BA will make available to ANTC any BA customer-specific service offering for resale to any customer who would have been eligible to take such offering directly from BA. Where the Commission has not already identified a wholesale discount to be applied to such service, BA may calculate a different wholesale discount applicable to such purchase or purchases by ANTC, based on a good faith estimate of the retailing costs avoided by BA in providing such service to ANTC pursuant to § 252 (d)(3) of the Act. BA shall take all reasonable steps to prevent its retail sales and marketing personnel from obtaining information regarding ANTC's request or other competitively sensitive information. If ANTC believes that the wholesale discount quoted by BA does not appropriately reflect all avoided costs it may challenge the quoted discount through the dispute resolution process described in Section 28.9 below and require BA to substantiate its calculation. Any adjustment to the wholesale discount necessary to reflect the determination in that proceeding shall apply retroactively.

12.4 Availability of Support Services and Branding for Resale

BA shall make available to ANTC 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 ANTC and at prices, terms and conditions to be negotiated by ANTC and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by ANTC's trade name, or that are not identified by trade name, trademark or service mark.

12.5 Customer of Record

12.5.1 Except as otherwise provided in this Agreement, ANTC shall be the single and sole point of contact for all ANTC customers: (a) to request information about or provision of services which they wish to purchase from ANTC; (b) to change, terminate, or request information about, assistance in using, or repair or maintenance of, services which they have purchased from ANTC; (c) to make inquiries concerning ANTC's bills, and charges for ANTC's services; (d) if the ANTC customers receive dial tone line service from ANTC, to report and request assistance with regard to annoyance calls; and (e) with regard to any services and products provided, or to be provided, by ANTC to ANTC's customers.

12.5.2 ANTC shall establish telephone numbers at which ANTC's customers may communicate with ANTC and shall make reasonable efforts to advise ANTC's Customers who may wish to communicate with ANTC of these telephone numbers.

12.5.3 BA employees who are reasonably likely to communicate, either by telephone or face-to-face, with ANTC's customers during the service provisioning or maintenance processes shall receive such training as shall be reasonably necessary for those employees to conform to the requirements of this Agreement with regard to their contact with ANTC customers.

12.6 Changes in BA Resale Telecommunications Services

12.6.1 BA will give ANTC notice of: (a) Any material changes in the terms and conditions (including prices) under which BA offers a BA Resale Telecommunications Service; (b) The addition of a BA Resale Telecommunications Service; (c) The material modification of the operation of a BA Resale Telecommunications Service; and (d) The discontinuance of a BA Resale Telecommunications Service.

12.6.2 Except as otherwise required by this Agreement or Applicable Law:

(a) The notice to be provided under Section 12.6.1(a) and (b) shall be given no later than three (3) business days after the earlier of: (i) the first date on which BA gives public notice of the change or addition to BA's own end user retail Customers; or (ii) (A) if a publicly available Tariff filing with the Commission or the Federal Communications Commission is made by BA, the date on which such filing is made, or (B) if a publicly available Tariff filing with the

Commission or the Federal Communications Commission is not made by BA, the date on which the change or the addition becomes effective; and

(b) The notice to be provided under Section 12.6.1(c) and (d) shall be provided at least sixty (60) days prior to the time the material modification or the discontinuance becomes effective.

12.6.3 The notice to be provided under Section 12.6.1 may be provided in writing or electronically, including, but not limited to, allowing ANTC to access a data base or Internet site containing the applicable information.

12.7 Discontinuance of BA Services

To the extent required by Applicable Law, where BA discontinues a BA Resale Telecommunications Service, ANTC shall be subject to the same limitations and rights (*e.g.* if BA allows for any transition or grandfathered period) 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.

12.8 Cooperation with Law Enforcement

Each Party ("Assisting Party") shall provide reasonable assistance to the other Party in accordance with Applicable Law and the Assisting Party's internal procedures in connection with: installation of and information retrieval from traps in the Assisting Party's network, emergency traces on and information retrieval from subscriber invoked CLASS services (*e.g.*, call traces requested by the other Party), and execution of wiretap or dialed number recorder orders from law enforcement authorities.

12.9 Call Blocking

Upon request by ANTC, BA will provide for use on BA Resale Service dial tone lines which are resold by ANTC such call blocking services (including, but not limited, to 700, 900 and Audiotex call blocking services) as BA provides to BA's own end user retail customers, where and to the extent BA provides such call blocking services to BA's own end user retail customers.

12.10 Additional Terms Governing Resale and Use of BA Services

12.10.1 ANTC 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, ANTC 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.

12.10.2 Without in any way limiting Subsection 12.10.1, ANTC shall not resell (a) residential service to business or other nonresidential customers of ANTC, (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.

12.10.3 BA shall not be obligated to offer to ANTC 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.

12.10.4 Upon request by BA, ANTC shall provide to BA adequate assurance of payment of charges due to BA in connection with ANTC's purchase of BA services for resale. Assurance of payment of charges may be requested by BA: if ANTC (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 ANTC. 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 ANTC 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 ANTC. **[BA TO PROVIDE SIDE LETTER]**

12.10.5 To the extent permitted by Applicable Law, each Party shall allow the other Party access to its customer information regarding bad credit histories to the extent (i) the Party provides such information to other carriers; (ii) there exists a pooling arrangement which permits the Parties' access to such information. Each Party shall keep the other informed of its current practices for reporting to commercial credit services bad credit information, and update the other Party where reasonably necessary so that the other Party may access such reports.

12.10.6 BA shall comply with the FCC's merger guidelines referenced in the Memorandum Opinion and Order in *Applications of NYNEX Corporation and Bell Atlantic Corporation for Consent to Transfer Control of NYNEX Corporation and Its Subsidiaries*, File No. NSD-L-96-10, FCC 97-286 (released August 14, 1997) ("*Merger Order*"), as may be modified from time to time, regarding ordering standards and protocols. In addition, the Parties will generally follow industry standards and will comply with Applicable Law.

12.10.7 ANTC 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 Telecommunications Services, in return for ANTC's trying, agreeing to purchase, purchasing, or using Telecommunications Services.

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

13.1 Upon request by ANTC, BA shall provide to ANTC, on rates, terms and conditions that are just, reasonable and non-discriminatory, Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements except that BA may provide for 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. ANTC shall pay BA for Collocation at applicable Tariff rates as tariffs are referenced in Exhibit A.

13.2 BA shall offer, upon request by ANTC and to the extent technically feasible, Physical Collocation arrangements where the dedicated space may be a minimum of approximately twenty-five (25) square feet (at the appropriate cost).

13.3 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, ANTC agrees, for so long as BA elects to offer both Physical and Virtual Collocation to ANTC, to offer to BA Collocation (at ANTC'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 ANTC may provide to other third parties. ANTC shall provide such Collocation subject to applicable Tariffs.

13.4 In the event BA ceases to offer a choice between Physical and Virtual Collocation to ANTC for reasons other than space limitations and BA has already established Collocation on ANTC premises pursuant to Subsection 13.3, ANTC may, in its discretion, elect to cease offering Collocation to BA, which cessation shall be no more onerous than that imposed by BA on ANTC. In addition, in the event BA desires to terminate any Virtual Collocation established by ANTC at a BA premise, BA shall allow ANTC 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 ANTC for ANTC to submit a new Collocation application to BA plus the amount of time needed for BA to prepare the BA premise(s) specified by ANTC in its application or as may be agreed to by the Parties for Collocation by ANTC.

13.5 Where ANTC is Virtually Collocated on the date hereof on a premise that was initially prepared for ANTC as Virtual Collocation, ANTC 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 ANTC shall coordinate the construction and rearrangement with BA of its equipment, facilities, and circuits, and ANTC shall pay all applicable Physical Collocation recurring and non-recurring charges.

13.6 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 ANTC 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.

13.7 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, and purchase Cross Connection or Dedicated Transit Service to services or facilities as described in applicable Tariffs. 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 Collocation shall occur under the terms of each Party's applicable and available Tariffs, subject to the provisions of this Section 13, and pursuant to Applicable Law.

13.9 Non-recurring charges for collocation and central office switch dialing may be paid in installments in accordance with Schedule 13.9.

SECTION 251(b) PROVISIONS

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

14.1 Scope

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

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

14.1.3 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and ANTC will commence migration from INP to the agreed-upon or mandated PNP arrangement as quickly as practically possible while minimizing interruption or degradation of service to their respective Customers. Once PNP is implemented, either Party

may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to PNP. Upon implementation of PNP pursuant to FCC or Commission regulation, both Parties agree to conform and provide such PNP. To the extent PNP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or regulation mandating the adoption of PNP, the Parties will negotiate in good faith the charges or cost recovery mechanism for PNP service at such time as a PNP arrangement is adopted by the Parties.

14.1.4 Under either an INP or PNP arrangement, ANTC 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

ANTC 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.

14.4 Procedures for Providing LTNP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated 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.

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

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

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

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

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

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

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

14.6 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

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

14.6.1 The rates listed in Exhibit A for the provision of INP are appropriate amounts that each Party providing INP service should recover for the provision of those INP functionalities in BA's operating territory on an interim basis until the Commission mandates an alternative cost recovery mechanism for the provision of INP. For the INP functions it provides, each Party should be allowed to recover these amounts in a manner consistent with any final

FCC and/or Commission order on INP cost recovery (such as a state-wide fund contributed to by all telecommunications carriers).

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

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

BA and ANTC 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 (including generally-available license agreements). Such access shall be provided in accordance with the requirements of 47 U.S.C. § 224, including any Applicable Law.

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. ANTC may order in-band multi-frequency (MF) wink start signaling for their trunk groups in lieu of CCS signaling. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party. MF and CCS signaling trunk groups may not be combined or receive traffic from each other.

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 ANTC in accordance with Exhibit A hereto and applicable Tariffs which shall be referenced in Exhibit A; ANTC shall charge BA rates equal to the rates BA charges ANTC, unless ANTC's Tariffs for CCS signaling provide for lower generally available rates, in which case ANTC 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 ANTC, or from ANTC 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 the time period required under Applicable Law, but in no event 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

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

18.2.1 ANTC 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. Nor shall either Party use a misdirected repair call as an opportunity to market to that Customer.

18.2.3 ANTC 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 27.1, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 of the FCC Rules, 47 CFR § 64.1100, in effect on the Effective Date hereof when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

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

18.3.3 Without in any way limiting either Party's obligations under Subsection 27.1, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. ANTC 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 ANTC by BA pursuant to this Agreement unless ANTC 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, ANTC 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. ANTC shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization). In the event ANTC makes available an ANTC operations support system for access and use by BA, BA agrees that the same conditions that apply to ANTC in this Subsection 18.3.3 for accessing, using or disclosing Customer Proprietary Network Information made available to ANTC shall apply to BA when accessing, using or disclosing CPNI made available to BA.

19.0 DIRECTORY SERVICES ARRANGEMENTS

19.1 Directory Listings and Directory Distributions

In this Subsection 19.1, references to an ANTC 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 ANTC or is retained by ANTC 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 ANTC's request, provide the following directory services to ANTC in accordance with the terms set forth herein.

19.1.1 BA will include the ANTC 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 ANTC Customer. Listings of ANTC's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories in accordance with the standard alphabetical or other order for listings in such telephone directories. ANTC will pay BA a non-recurring charge as set forth in Exhibit A for providing such service for each ANTC Customer's primary Listing. ANTC 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 ANTC's Customers. BA will not require a minimum number of listings per order.

19.1.2 BA will also include the ANTC 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 ANTC 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 ANTC. These distributions will be made for no additional charge. ANTC 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 BA will provide ANTC with the following Yellow and White Pages directory listing criteria within 30 days of the Effective Date of this Agreement and shall provide all changes to the criteria at the same time such changes are provided to BA's own directory listings Customer contact personnel: (i) identification of the coverage areas of telephone directories by NPA/NXX codes, (ii) publication schedules for White Pages and Yellow Pages, including all the directory close dates, (iii) call guide close dates, (iv) Yellow Pages headings, and (v) BA listings standards and specifications manual and other rules for White Pages and Yellow Pages listings (e.g. eligibility for free White and Yellow Pages listings, space restrictions, unlisted and unpublished listing, abbreviated listings, foreign listings and heading requirements and ethical standards).

19.1.5 ANTC shall provide BA with daily listing information on all new ANTC Customers in the format required by BA or a mutually-agreed upon industry standard format. The information shall include the ANTC's 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. ANTC will also provide BA with daily listing information showing ANTC Customers that have disconnected or terminated their service

with ANTC. BA will provide ANTC with confirmation of listing order activity within forty-eight (48) hours.

19.1.6 BA will accord ANTC's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to ANTC's directory listing information will be used solely for the purpose of providing directory services. BA may not use such information for marketing purposes, nor may it license such information concerning ANTC Customers contained in BA's directory listings to third parties for directory publishing or direct marketing purposes without written authorization from ANTC. If ANTC authorizes such licensing and marketing, such authorization would apply to the licensing of all ANTC subscriber listings to all third parties on the same basis that BA licenses its own subscriber listings. BA will not seek, and will not accept, such authorization on a case-by-case basis. If ANTC authorizes such use and licensing, ANTC may identify those Customer(s) 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 Both Parties shall use their best efforts to ensure the accuracy of ANTC Customer listings.

19.1.8 ANTC will adhere to all practices, standards, and ethical requirements of BA with regard to listings, provided that BA has given information regarding these requirements to ANTC in accordance with Section 19.1.4. By providing listings to BA, ANTC warrants to BA that ANTC has the right to place such listings on behalf of its Customers. ANTC agrees that it will undertake commercially practicable and reasonable steps, to the same extent BA does for its own listings, 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, ANTC 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 publication in unaltered form of the listing information provided by ANTC hereunder.

19.1.9 BA's liability to ANTC in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by ANTC for such listing. In addition, ANTC agrees to take, with respect to its own Customers, all reasonable steps in accordance with prevailing industry standards to limit its liability and BA's liability for any error in or omissions of a listing of an ANTC Customer (*e.g.*, limiting liability to no more than the cost of service). Nothing in this Subsection shall in any way limit the indemnification obligations of either Party under Section 24 of this Agreement.

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

19.3 Service Information Pages

BA will include all ANTC 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. ANTC's NXX codes shall appear in such 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 for areas served by ANTC, listings provided by ANTC for ANTC's installation, repair and customer service and other essential service oriented information, as agreed by the Parties, including appropriate identifying logo. The size and display of such listings shall appear in a reasonably non-discriminatory manner as agreed to by the Parties. BA shall not charge ANTC for inclusion of this essential service-oriented information, but reserves the right to impose charges on other information ANTC may elect to submit and BA may elect to accept for inclusion in BA's white pages directories. BA will provide ANTC with the annual directory close dates and reasonable notice of any changes in said dates.

19.4 Directory Assistance (DA); Call Completion [Open re Attachment to 19.4.]

19.4.1 Upon request, BA will provide ANTC 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 and pursuant to the terms and conditions of this Agreement.

19.4.2 Also upon request, BA will provide to ANTC 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 ANTC, to transfer ANTC'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 ANTC, BA will provide ANTC 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 ANTC's operator bureau, if ANTC 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 ANTC Customers. ANTC 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 ANTC facilities to the DA database system. The

type of ports and associated charges will be based on the type of access configuration required by ANTC for termination of its facilities. The number of ports provided at the database will be based on ANTC's annual forecast of "Busy Hour" queries. At the request of ANTC, BA will also accept electronic transmission of ANTC Customer DA information for inclusion in the DA database.

20.0 COORDINATION WITH TARIFF TERMS

20.1 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 approved by the Commission.

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 Applicable Law. 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 shall apply in connection with its provision of a particular service, facility, and arrangement hereunder.

21.0 INSURANCE

21.1 Both Parties 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 24 hereof. At a minimum and without limiting the foregoing covenant, both Parties 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 ANTC shall name BA as an additional insured on the foregoing insurance.

21.3 Both Parties 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.

ACC National Telecom Corp.
400 West Ave.
Rochester, NY 14611
Attn: Deborah Federation
Facsimile: (716) 987-3499

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

21.4 BA may elect to self insure for the risks described in this Section 21.0.

22.0 TERM AND TERMINATION

22.1 This Agreement shall be effective as of the Effective Date and continue in effect until December 31, 1999, and thereafter the Agreement shall continue in force and effect according to all terms, rates and conditions set forth herein, unless and until terminated by either Party as set forth below. If either Party seeks to terminate this Agreement upon expiration of its initial term or any then-existing extension thereof, such Party must provide written notice to the other Party at least ninety (90) days prior to the expiration of the then-existing term. In the event of such termination, if neither Party has requested re-negotiation of a new Interconnection Agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs, or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a) or (b) becomes available.

22.2 Requests to Renegotiate

(a) If either Party seeks to renegotiate this Agreement pursuant to Section 251(c)(1) of the Act, it must provide written notice thereof to the other Party no earlier than eleven (11) months after the Effective Date. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." This request shall be considered a good faith request for Interconnection pursuant to Section 252(b) of the Act. The Parties agree that within thirty (30) days of such Renegotiation Request Date each Party will provide to the other a written description of its proposed changes to the Agreement. The Parties shall enter into good faith negotiations on such proposed changes no later than sixty (60) days after such Renegotiation Request Date.

(b) If either Party requests renegotiation of this Agreement pursuant to Subsection 22.2(a) hereof, this Agreement shall remain in effect as set forth in this Section 22 until the earlier of (i) the Parties' execution of a new Interconnection Agreement that has been approved as required by Applicable Law, or (ii) ninety (90) days after termination of the then-existing term of this Agreement. If a new Interconnection Agreement negotiated by the Parties has not been duly approved as required by Law within ninety (90) days of termination or expiration of the then-existing term of this Agreement, then after such ninety- (90-) day period, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (1) standard Interconnection terms and conditions approved and made generally effective by the Commission, (2) Tariff terms and conditions generally available to CLECs, or (3) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new Interconnection Agreement is executed and approved, or until such time as (1), (2), or (3) becomes available. Upon execution and approval of the Parties' new Interconnection Agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (1), (2), or (3) above.

(c) In the event that, notwithstanding the good faith efforts of both Parties, they are unable to agree on terms and conditions of a new Interconnection Agreement that is approved and effective within one-hundred thirty five (135) days after the Renegotiation Request Date, then either Party may, beginning at the end of such period, file a petition for arbitration with the Commission pursuant to Section 252(b) of the Act.

(d) Nothing in this section shall be construed as a waiver by either Party of its right to appeal any decision of the Commission, including any decision regarding the Parties' new Interconnection Agreement.

22.3 Upon termination or expiration of this Agreement in accordance with this Section 22:

(a) each Party shall comply with its obligations set forth in Sections 28.5 (Confidentiality), 28.20 (Survival Clause);

(b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, except those subject to a dispute covered by Section 28.9; and

(c) the Parties recognize that the Services provided hereunder are vital to ANTC and must be continued without interruption or material degradation, and that upon the termination or expiration of this Agreement a successor carrier may be retained to provide such services. BA agrees to cooperate with ANTC and to use commercially reasonable efforts to effect an orderly and efficient transition to ANTC or ANTC's new vendor and to coordinate the transition to an ANTC or other carrier network in accordance with an agreed upon transition plan. BA agrees to coordinate the transition such that the level and quality of the Services is not materially degraded, to exercise all reasonable efforts to effect an orderly and efficient transition, and to cooperate to ensure uninterrupted service to their Customers during any transition period. The transition period shall be at most six (6) months.

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

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 INDEMNIFICATION

24.1. Notwithstanding any limitations of remedies contained in this Agreement, each Party (the “Indemnifying Party”) will indemnify and hold harmless the other Party (“the Indemnified Party”) from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney’s fees) to third parties, relating to or arising out of:

(a) libel, slander, invasion of privacy, misappropriation of a name or likeness, patent, copyright or other intellectual property infringement claims, damage to tangible personal property or for personal injury to the extent proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents, or contractors, and

(b) the performance or nonperformance of any obligation under this Agreement, to the extent proximately caused by negligence, gross negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors. Both Parties shall use all reasonable efforts to protect against third party liability, in accordance with prevailing industry standards.

24.2. The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 24 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnifying Party may, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party. The Indemnified Party will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In the event that the Indemnifying Party elects to take on the defense of the claim, the Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party. In the case where the Indemnified Party elects to take on the defense as set forth herein, and is successful in its defense, the Indemnifying Party shall pay the reasonable attorneys fees and costs associated with such defense, unless both Parties elect to participate in the defense, in which case each Party shall bear its own legal expenses and costs incurred in a successful defense.

24.3 The Indemnifying Party will not be liable under this Section 24 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying

Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

25.0 LIMITATION OF LIABILITY

25.1 Except where an applicable Tariff provides for greater liability or as otherwise provided in this Agreement, the sole remedy of either Party, and each Party's liability to the other Party, for any loss relating to or arising out of any act or omission of the first Party in its performance or non-performance of any obligation under this Agreement (including any loss, defect, or equipment failure caused by the conduct of such first Party), whether in contract or tort, shall not exceed an amount equal to the *pro rata* monthly charge (s) for the service(s) and/or function(s) adversely affected by the act or omission for the period during which such adverse affect(s) occur(s) except for (i) the indemnity obligations under Section 24.0; (ii) the obligations set forth in Subsection 25.2 below; (iii) payments and credits required by Section 26.0 and Schedule 26.2; or (iv) where a loss is caused by the willful action of the other Party.

25.2 Except (i) where an applicable Tariff provides for greater liability, or (ii) in instances of willful misconduct by a Party, neither Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (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 either Party's obligations under Section 24 of this Agreement.

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 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).

26.2 Performance Monitoring Reports, Standards and Remedies

Schedule 26.2, "Performance Monitoring Reports, Standards and Remedies," is made a part of this Agreement and incorporated herein in its entirety.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 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.

27.2 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 27.3 below.

27.3 The Parties recognize that the FCC has issued and may continue to issue the FCC Regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement. In the event that this Agreement or any provision of this Agreement adversely affects BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s). Such minimum revisions shall not be considered material, so long as such revisions neither decrease ANTC's rights nor increase its obligations under this Agreement.

27.4 In the event that any legally effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ANTC or BA to perform any material terms of this Agreement, ANTC or BA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding or has otherwise become legally effective) require that such terms be renegotiated. The Parties shall renegotiate in good faith such mutually acceptable new terms as may be required and shall agree to revised contract language as may be required within sixty (60) days of the beginning of the renegotiation.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 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.

28.1.2 ANTC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.2 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.

28.3 Force Majeure

28.3.1 Neither Party shall be responsible for delays or failures in performance of any part of this Agreement 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, riot, sabotage, volcano, military authority, 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, subject to Subsection 28.3.2 below; or any other circumstances beyond the Party's reasonable control (collectively, a "*Force Majeure* Event"). 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 including obtaining substitute products or services from alternative sources on commercially reasonable terms, and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

28.3.2 Notwithstanding Section 28.3.1, when a delay or other failure to perform is caused by the delay or failure of that Party's subcontractors, vendors or suppliers to provide products or services to the Party, that Party shall take all steps necessary to avoid delays by obtaining substitute products and services from other persons on commercially reasonable terms and shall utilize such substitute products in providing service to its customers (including ANTC) in a non-discriminatory manner and in parity with the utilization of scarce resources for itself and its Affiliates.

28.3.3 The Parties shall cooperate to limit the impact of a *Force Majeure* Event. Such cooperation shall include taking such actions as agreed in the Joint Grooming Process and providing advance warning of a potential *Force Majeure* Event, if possible.

28.4 Prevention of Unauthorized Use

28.4.1 The Parties agree to cooperate to prevent, identify, and cure unauthorized use or fraud. Each Party shall make available to the other Party fraud prevention features

(including prevention, detection, or control functionality) in accordance with applicable Tariffs or as otherwise mutually agreed.

28.4.2 Both Parties shall use all reasonable efforts to prevent, monitor and cure fraud and unauthorized use. Until such time as partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems, such as the LIDB fraud alert and monitoring system, is made available to ANTC, BA shall, whenever fraud alert indicators are activated on ANTC accounts, use all reasonable efforts to immediately inform ANTC of any indications of fraud. The Parties agree to work together to establish processes and mechanisms regarding the provision of such information and to develop fraud detection and prevention systems that will benefit both Parties.

28.5 Confidentiality

28.5.1 Confidential Information means all information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, furnished or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"): (i) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (ii) 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". Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information pursuant to (i) above by giving written notification within thirty (30) days after the information is disclosed. The Receiving Party shall, from that time forward, treat such information as Confidential Information.

28.5.2 BA shall not use any information provided by ANTC regarding ANTC's customers for any marketing purpose or disclose such information to anyone in a marketing capacity except to the extent permitted by Applicable Law. All Confidential Information shall be held in strict confidence by the Receiving Party and in no less than the same confidential manner it holds its own Confidential Information. Confidential Information shall be used by the Receiving Party only for the purpose of performing under this Agreement. Confidential Information shall be disclosed only to those directors, officers and employees of the Receiving Party and the Receiving Party's affiliates that have a need to know the Confidential Information for the purpose of performing under this Agreement. If the Receiving Party wishes to disclose the Confidential Information to a third party agent or contractor, such disclosure must be mutually agreed to in writing by the Parties, and the agent or contractor must execute a non-disclosure agreement comparable in scope to the terms of this subsection. Neither Party shall use the other Party's Confidential Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

28.5.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Subsection 28.5 do not apply to such Confidential Information that:

(a) was, at the time of receipt, already known to the Receiving Party free of any obligation to keep it confidential; or

(b) is or becomes publicly known through no wrongful act of or breach of this Agreement by the Receiving Party or the Receiving Party's affiliates, or the directors, officers, agents, employees, or contractors of the Receiving Party or the Receiving Party's affiliates; 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 the Receiving Party; 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 any governmental authority or by Applicable Law, provided that the Receiving Party shall give notice prior to the disclosure of the Confidential Information to the Disclosing Party to enable the Disclosing Party to seek protective orders.

28.5.4 The Parties shall maintain in strict confidence all Confidential Information for a period of five years from the date of disclosure of such Confidential Information, or five years from the date of expiration of this Agreement (including any renewal terms), whichever is longer. Each Party's obligations to safeguard Confidential Information disclosed prior to the expiration, cancellation or termination of this Agreement shall survive such expiration, cancellation or termination.

28.5.5 All Confidential Information shall remain the property of the Disclosing Party. Upon request by the Disclosing Party, the Receiving Party shall return within thirty (30) days of such a request, all Confidential Information, whether written, graphic, electromagnetic or otherwise.

28.5.6 The Parties acknowledge that any disclosure or misappropriation of Confidential Information in violation of this Agreement could cause irreparable harm, the amount of which may be extremely difficult to determine, thus potentially making any remedy at law or in damages inadequate. Each Party, therefore, agrees that the other Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Section and for any other equitable relief as such other Party deems appropriate. This right shall be in addition to any other remedy available at law or in equity.

28.5.7. The provisions of this Section shall not be construed to be in derogation of, or to constitute a waiver by a Party of, any right with regard to protection of the confidentiality of information of the Party or its customers provided by Applicable Law, including but not limited to 47 U.S.C. Section 222 and any FCC Regulations issued pursuant thereto. Each Party will comply fully with its obligations under Applicable Law (i) to protect the confidentiality of CPNI, and (ii) to disclose CPNI to the other Party.

28.6 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.

28.7 Taxes

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

28.7.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Subsection 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.7.3 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.

28.7.4 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 28.7.1, 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 28.7.1, 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 28.7.1 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 28.7.2, 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 28.7.3, 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.

28.7.5 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 28.7.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.7.6 If any discount or portion of a discount in price provided to ANTC 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 ANTC for resale, and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to ANTC, then, as between BA and ANTC, ANTC 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 ANTC or BA with respect to the Tax on BA's receipts.

28.7.7 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 28.7, 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 28.12 as well as to the following:

To Bell Atlantic:

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

To ANTC:

ACC National Telecom Corp.
400 West Ave.
Rochester, NY 14611
Attn: Judy VanDruff
Facsimile: (716) 987-3499

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Subsection 28.7. Any notice or other communication shall be deemed to be given when received.

28.8 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 28.8 shall be void and ineffective and constitute a default of this Agreement. If ANTC acquires or is acquired by an entity that has an existing interconnection agreement with BA, ANTC may, in its sole discretion, elect one of following options by providing notice to BA within forty-five (45) days of consummation of the corporate acquisition: (i) ANTC may terminate this Agreement without liability and become a party to the interconnection agreement between BA and the acquired or acquiring entity, acceding to all of the rights and assuming all of the responsibilities of the acquired or acquiring entity under such agreement; (ii) ANTC may continue to perform its obligations under this Agreement until this Agreement is terminated according to its terms or otherwise by agreement of the Parties; or (iii) ANTC may request, and BA hereby agrees to allow, the acquired or acquiring entity to terminate its interconnection agreement with BA without liability and to become a party to this Agreement, acceding to all of ANTC's rights and responsibilities hereunder.

28.9 Billing and Payment; Disputed Amounts

28.9.1 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.

28.9.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, nothing herein shall limit the time under Applicable Law within which either Party may render a bill for services provided hereunder. 28.9.3 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 Amount") 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. Nothing herein shall limit the time under Applicable Law within which either Party may dispute any bill, it being understood that payment of any amounts under this Section, unless otherwise indicated, does not constitute a waiver of either Party's rights under Applicable Law to contest its obligation to pay any amounts allegedly owed under this Agreement.

28.9.4 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 Amount, 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.

28.9.5 If the Parties are unable to resolve issues related to the Disputed Amount within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Subsection 28.9.4, 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.

28.9.6 The Parties agree that all negotiations pursuant to this Subsection 28.9 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.

28.9.7 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.

28.10 Audit Rights

28.10.1 Upon reasonable notice and subject to the Parties' confidentiality obligations to its other Customers and reasonable security precautions, either Party may audit the other Party's books, records (electronic or otherwise) and other documents that do or should contain information regarding any obligation arising under this Agreement. Either Party may conduct such an audit once annually. The Party requesting an audit may employ such assistance as it deems desirable to conduct such audits (such as an outside auditor) so long as the party providing assistance agrees to be bound by a confidentiality agreement and to the terms of Section 28.5 of this Agreement. Except as otherwise set forth in this Agreement, either Party may also conduct an audit for the purpose of evaluating the accuracy of invoices presented for reciprocal compensation, or the true up of INP traffic, pursuant to the same terms and conditions set forth in this Section.

28.10.2 The audited Party shall cooperate fully in any such audit, providing reasonable access at a mutually agreed upon location to any books, records, and documents and all personnel having information pertinent to the audit. No original books and records of the audited Party may leave the premises.

28.10.3 If an audit reveals substantial discrepancies, the audited Party shall pay for the costs of the audit.

28.10.4 Any dispute concerning audit results and recommendations shall be referred to the appropriate official in the Parties' financial organizations for resolution. If they are unable, within twenty (20) Days of a referral, to resolve the subject dispute, all unresolved matters shall be resolved pursuant to the procedures set forth in Section 28.11 (Dispute Resolution) below.

28.11 Dispute Resolution

28.11.1 Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or the provision of any services hereunder shall be addressed by good faith negotiation between the Parties, in the first instance, according to the escalation procedures in Subsection 28.11.2 below, other than billing disputes which shall be addressed according to the procedures established in Section 28.9. Should such negotiations fail to resolve the dispute in the appropriate time periods as specified in Subsection 28.11.2, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction. The Parties may

also agree to other informal resolution processes for specific circumstances prior to initiating a regulatory or judicial action.

28.11.2 Escalation Procedures. The Parties shall submit any dispute between BA and ANTC for resolution to an Inter-Company Review Board consisting of one representative from each Party at the vice-president or above level (or such lower level as the Parties agree) according to the following procedures:

(a) Each Party must designate its initial representative to the Inter-Company Review Board within fifteen days of the Effective Date of this Agreement.

(b) A Party may change its designee, or select an alternative designee, on one day's notice to the other Party.

(c) A dispute will be deemed submitted to the Inter-company Review Board on the date a Party requests Inter-Company Review Board action in writing, transmitted by facsimile as set forth in Section 28.12 of the Agreement and to each Party's representative designated pursuant to Subsection 28.11.2 (a).

(d) If the Inter-Company Review Board is unable to resolve a service affecting dispute within five business days (or such longer period as agreed to in writing by the Parties) of submission to it of the dispute, a Party may initiate a judicial or regulatory proceeding in accordance with the requirements of Subsection 28.11.1.

(e) If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within thirty days (or such longer period as agreed to in writing by the Parties) of submission to it of the dispute, a Party may initiate a judicial or regulatory proceeding in accordance with the requirements of Subsection 28.11.1.

(f) Any dispute over a matter which directly affects the ability of a Party to continue providing quality services to its Customers shall be deemed a service affecting dispute. In the event the Parties, in good faith, do not agree that a service affecting dispute exists, the dispute will be assumed to be a service affecting dispute.

(g) The Parties agree that all negotiations pursuant to this Section 28.11.2 shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.11.3 The Parties intend to expeditiously resolve all disputes arising under this Agreement and to do so in a manner that permits uninterrupted high quality services to be furnished to each Party's customers. Both Parties agree to avail themselves of any procedures established by the Commission for expedited resolution of interconnection disputes, including any alternative dispute resolution procedures.

28.12 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 (with a follow up copy promptly sent by first class mail) to the following addresses of the Parties:

To ANTC:

ACC National Telecom Corp.
400 West Ave.
Rochester, NY 14611
Attn: Maureen Swift
Facsimile: (716) 987-3045

with a copy to:

ACC National Telecom Corp.
400 West Ave.
Rochester, NY 14611
Attn: Daniel J. Venuti
Facsimile: (716) 987-3045

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.

28.13 Section 252(i) Obligations

To the extent required by Law, if either Party enters into an agreement (the “Other Agreement”) approved by the Commission or FCC pursuant to Section 252 of the Act which makes available in the Commonwealth of Pennsylvania any interconnection, service, or network element to another requesting Telecommunications Carrier, including itself or its affiliates, such Party shall make available to the other Party such interconnection, service, or network element upon the same terms and conditions as those provided in the Other Agreement. Nothing herein shall expand or otherwise change the Parties’ respective rights and obligations under Section 252(i) of the Act.

28.14 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.

28.15 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.

28.16 Licenses

28.16.1. 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, or other proprietary or intellectual property now or hereafter owned, controlled, or licensable by either Party, except to the extent inherent in ANTC’s receipt of services, features or facilities provided under this Agreement, and subject to the following: ANTC agrees that any such rights granted by BA hereunder shall be subject to the restrictions, if any, contained in any applicable license agreements between BA and BA’s vendors, provided that:

(a) BA shall not agree to amend any current software license agreement in a manner that further restricts BA’s ability to license ANTC’s use of such software.

(b) When entering into or extending any software license agreements after the Effective Date of this Agreement, BA shall use reasonable efforts to avoid including in such agreement any terms and conditions that would: (i) materially impair ANTC's rights or ability to make use of a vendor's software, (ii) limit ANTC's ability to use any service, feature, or facility offered or provided hereunder, or (iii) otherwise impede BA's ability to perform its obligations or enjoy any benefits hereunder, provided that ANTC shall agree to any reasonable obligations imposed by a vendor which do not involve any additional fees. With respect to any agreements entered into or extended after the Effective Date, BA shall exercise reasonable efforts to remove existing restrictions and to avoid any new unreasonable restrictions in such agreements that may apply to ANTC's use of the software or ANTC's ability to utilize or BA's ability to provide any service, feature or facility offered hereunder.

(c) With respect to any software license agreements in existence as of the Effective Date that limit BA's ability to provide a requested service, feature or facility to ANTC, or impede ANTC's ability to use any software necessary to utilize such service, feature or facility, BA shall use reasonable efforts to obtain any necessary amendments of the license so that it can provide such services, features or facilities to ANTC.

28.16.2. To the best of BA's knowledge, no vendor has asserted a claim that would restrict its ability to provide ANTC with the services, facilities or features set forth herein, except as set forth in Attachment __ hereto. If BA should become aware of a claim or threat from or on behalf of any of its software vendors that might prevent or impede ANTC from operating its business or utilizing any vendor's software or any service, feature or facility provided or offered hereunder, it shall make ANTC aware of such a claim or threat as soon as reasonably possible and the Parties shall work cooperatively to address the problem.

28.16.3. If BA determines that it cannot provide a service, feature or facility contracted for hereunder, or provide a vendor's software that ANTC needs to utilize any service, feature or facility provided or offered hereunder, BA shall notify ANTC promptly and shall use reasonable efforts to offer a service of equal or substantially similar nature. ANTC reserves the right to obtain the use of any features or functions made available through the use of third party proprietary products by obtaining a separate license from any relevant third party. If BA incurs any costs associated with obtaining an extension, modification, or new licensing agreement [that is in compliance with this section], BA may recover such costs through TELRIC, cost onsets, or other rates or charges approved by the Commission and assessed equitably on all affected carriers. BA shall provide reasonable notice of any such procedure.

28.16.4 Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except as specified in this Subsection 28.16 or in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.16.5 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.

28.17 Technology Upgrades

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

28.18 Availability of New Services

During the term of this Agreement, BA shall make available new services for ANTC's purchase in parity with what BA makes available to other carriers to the extent required by Applicable Law. Upon ANTC's request, BA shall inform ANTC of the existence of such new services offered by BA and shall provide the price, performance specifications, or effects on the existing network or services then known to BA.

28.19 Allocation of Resources

28.19.1 All BA-provided resources, including lines, trunks, network elements, maintenance, repair and service availability, shall be made available to ANTC in a nondiscriminatory manner and in parity with how BA provides such resources to itself, an Affiliate, or other carriers to the extent required by Applicable Law.

28.19.2 Any decisions about the assignment, designation, or change of telephone numbers or office prefixes will be made in a non-discriminatory manner, to the extent required by Applicable Law.

28.20 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.

28.21 Entire Agreement

Subject to Section 20.2 hereof, 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.

28.22 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.

28.23 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.

28.24 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.

28.25 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.

28.26 Severability

Subject to the provisions of Sections 27.4 and 28.11, in the event that any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

ACC NATIONAL TELECOM CORP.

BELL ATLANTIC-
PENNSYLVANIA, INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

SCHEDULE 3.0

INITIAL NETWORK IMPLEMENTATION SCHEDULE FOR PENNSYLVANIA

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

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

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

For purposes of Section 3, (i) business Telephone Exchange Service shall be considered "fully operational" in a LATA in Pennsylvania when ANTC has an effective

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

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

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 ANTC, and (ii) residential Telephone Exchange Service shall be considered “fully operational” in a LATA in Pennsylvania when ANTC 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 ANTC.

SCHEDULE 4.0

PENNSYLVANIA

ANTC IPs

TBD

BA IPs

TBD

SCHEDULE 4.5

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination. Each Party shall make available at its Interconnection Points facilities to route the traffic it receives to the appropriate final destination.

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) ANTC, at the ANTC-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 ANTC to:
 - (a) ANTC, at the ANTC-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 ANTC'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 ANTC 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 operator services Tandem Office. .
6. For Operator Services (call completion) traffic, at the applicable BA operator services Tandem Office.
7. For LSV/VCI traffic, at the terminating Party's operator services Tandem Office.
8. For SS7 signaling originated by:
 - (a) ANTC, 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 ANTC Wire Center is located, over a CCSAC link. Alternatively, ANTC 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, ANTC 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 ANTC Customers

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

Intrastate Access - Terminating to or originating from ANTC Customers

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

SCHEDULE 11.3

ACCESS TO NETWORK INTERFACE DEVICE

1. Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), ANTC 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 ANTC's NID;

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

2. If ANTC 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., ANTC, the building owner or the Customer).

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

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

5. In no case shall ANTC 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 ANTC 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. ANTC 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. ANTC 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 ANTC 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 11.5

2.8 Unbundled Interoffice (IOF) Transport

Unbundled IOF transport provides transmission between central offices. There are two types of IOF transport: dedicated and shared. Dedicated IOF transport provides the CLEC exclusive use of the interoffice facility while shared IOF transport carries transmission from several different carriers, including Bell Atlantic.

2.8.1 UNBUNDLED DEDICATED IOF TRANSPORT

2.8.1.1 DEDICATED DS1 TRANSPORT

Product

Unbundled Dedicated DS1 Transport

Product Family

Unbundled IOF Transport

Product Description

Unbundled dedicated DS1 transport is a high-capacity digital transmission path that is dedicated to the use of the ordering CLEC in its provisioning of competitive local exchange services.

Technical Description

Unbundled dedicated DS1 transport consists of a two point digital channel which provides for simultaneous two-way transmission of serial bipolar return-to-zero isochronous digital electrical signals at a transmission rate of 1.544 megabits per second (mbps).

Unbundled dedicated DS1 transport provides for twenty-four DS0 channels, each of which provides the digital equivalent of an analog voice grade channel.

The interface to unbundled dedicated DS1 transport is a metallic-based electrical interface. This interface must comply with the ANSI T1.102, 1993 Digital Electrical Interface Standard.

Access to unbundled dedicated DS1 transport is from the CLEC's premises or from the CLEC's collocation arrangement via an appropriate cross connection made on the Digital Signal Cross-connect (DSX).

Unbundled dedicated DS1 transport is available between the following designated locations:

- Telecommunications Carrier Premises

- CLEC Collocation Arrangements
- A CLEC Collocation Arrangement and a Telecommunications Carrier Premises

When unbundled dedicated IOF transport terminates at a Bell Atlantic central office, it must terminate at a CLEC collocation arrangement.

Pricing Information

Billing for unbundled dedicated DS1 transport begins upon completion of the service order on the requested due date. The CLEC is charged for the following as appropriate:

- Non-Recurring Dedicated IOF Transport Service Order Charge
- Non-Recurring Dedicated IOF Transport Installation Charge — applies per facility ordered
- Dedicated IOF Transport Fixed Per Month Charge — applies per facility ordered
- Dedicated IOF Transport Fixed Per Mile Per Month Charge — applies per facility ordered
- Collocation Cross Connect Cable Rack Per Month Charges — applies per facility ordered
- Collocation Cross Connect Cable Rack Per Foot Per Month Charge — applies per facility ordered
- Non-Recurring Collocation Cross Connect Installation Charge — applies per facility ordered
- Collocation Cross Connect Fixed Per Month Charge — a Service Access Charge (SAC) when the unbundled dedicated DS1 transport terminates at the CLEC's physical collocation arrangement in Bell Atlantic North or an Interconnection Access Charge (IAC) when the unbundled dedicated DS1 transport terminates at the CLEC's virtual collocation arrangement in Bell Atlantic North
- Collocation Cross Connect Per Foot Per Month Charge — applies per facility ordered
- Non-Recurring Collocation Cross Connect Rearrangement Charges — applies per rearrangement requested

The mileage used to determine the fixed per mile per month charge for unbundled dedicated DS1 transport is based on airline mileage utilizing the Vertical and Horizontal (V&H) coordinate method between the locations to which the facility is provisioned.

When the calculation results in a fraction of a mile, the mileage is rounded up to the next whole mile before applying the rates. In all cases, a minimum of one mile applies.

Pricing and applicable USOCs may vary by state jurisdiction and pursuant to individual carrier interconnection agreements.

USOCs

The following table identifies the Universal Service Order Codes (USOCs) pertaining to an unbundled dedicated DS1 transport order.

USOC	Description	Jurisdiction
UBNFX	DS1 Class of Service	Bell Atlantic Northern States
XDH1X	DS1 Class of Service	Bell Atlantic Southern States
ULYHX	DS1 Transport Installation Charge	Bell Atlantic Northern States
NRBT9	DS1 Transport Installation Charge	Bell Atlantic Southern States
	Service Order Charge	Bell Atlantic Northern States
NRBU5	Service Order Charge	Bell Atlantic Southern States
ULNHS	DS1 Transport Fixed Per Mile Per Month Charge	Bell Atlantic Northern States
1UMYS	DS1 Transport Fixed Per Mile Per Month Charge	Bell Atlantic Southern States
ULYHX	DS1 Fixed Per Month Charge	Bell Atlantic Northern States
1UMYS	DS1 Transport Fixed Per Month Charge	Bell Atlantic Northern States
SP1CJ	Cross Connect Cable Rack	Bell Atlantic Southern States except WV
SP1CS	Cross Connect Cable Rack Per Foot Per Month	Bell Atlantic - WV
UCXHP	Cross Connect Installation	Bell Atlantic Southern States
CXC7P	DS1 Fixed Per Month SAC Charge	Bell Atlantic Northern States
UCXHP	DS1 Fixed Per Month Physical Cross Connect Charge	Bell Atlantic Southern States
UL6HP	DS1 Fixed Per Foot Per Month Physical Cross Connect Charge	Bell Atlantic - WV
CXUDA	DS1 Fixed Per Month IAC Charge	Bell Atlantic Northern States
UCXHV	DS1 Fixed per month Virtual Cross Connect Charge	Bell Atlantic Southern States

UL6HV	DS1 Fixed Per Foot Per Month Virtual Cross Connect Charge	Bell Atlantic Southern States
NRBPR	Physical Cross Connect Rearrangement	Bell Atlantic Southern States
NRBPQ	Virtual Cross Connect Rearrangement	Bell Atlantic Southern States

Interval

Bell Atlantic established the following service date intervals for unbundled dedicated DS1 transport.

Quantity	Service Date Interval
1-9 where facilities and equipment are available	15 Business Days
10 or greater	Negotiated
Where facilities and equipment are not available	Negotiated

Product Attributes

There are no optional features available on unbundled dedicated DS1 transport.

2.8.1.2 DEDICATED DS3 TRANSPORT

Product

Unbundled Dedicated DS3 Transport

Product Family

Unbundled IOF Transport

Product Description

Unbundled dedicated DS3 transport is a high-capacity, digital transmission path that is dedicated to the use of the ordering CLEC in its provisioning of competitive local exchange services.

Technical Description

Unbundled dedicated DS3 transport consists of a two point digital channel which provides for simultaneous two-way transmission of serial bipolar return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (mbps).

Unbundled dedicated DS3 transport provides for twenty-eight DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. This results in unbundled dedicated DS3 transport having the equivalent capacity of 672 voice grade channels.

The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. This interface must comply with the ANSI T1.102, 1993 Digital Electrical Interface Standard.

Access to unbundled dedicated DS3 transport is from the CLEC's premises or from the CLEC's collocation arrangement via an appropriate cross connection made on the Digital Signal Cross-Connect (DSX).

Unbundled dedicated DS3 transport is available between the following designated locations:

- Telecommunications Carrier Premises
- CLEC Collocation Arrangements
- A CLEC Collocation Arrangement and a Telecommunications Carrier Premises

When unbundled dedicated IOF transport terminates at a Bell Atlantic central office, it must terminate at a CLEC collocation arrangement.

Pricing Information

Billing for unbundled dedicated DS3 transport begins upon completion of the service order on the requested due date. The CLEC is charged for the following as appropriate:

- Non-Recurring Dedicated IOF Transport Service Order Charge
- Non-Recurring Dedicated IOF Transport Installation Charge — applies per facility ordered
- Dedicated IOF Transport Fixed Per Month Charge — applies per facility ordered
- Dedicated IOF Transport Fixed Per Mile Per Month Charge — applies per facility ordered
- Collocation Cross Connect Cable Rack per Month Charges — applies per facility ordered
- Non-Recurring Collocation Cross Connect Installation Charge — applies per facility ordered
- Non-Recurring Collocation Cross Connect Installation Charge — applies per facility ordered
- Collocation Cross Connect Fixed Per Month Charge — a Service Access Charge (SAC) when the unbundled dedicated DS3 transport terminates at the CLEC's physical collocation arrangement in Bell Atlantic North or an Interconnection Access Charge (IAC) when the unbundled dedicated DS3 transport terminates at the CLEC's virtual collocation arrangement in Bell Atlantic North
- Collocation Cross Connect Per Foot Per Month Charge — applies per facility ordered
- Non-Recurring Collocation Cross Connect Rearrangement Charges — applies per rearrangement requested

The mileage used to determine the fixed per mile, per month charge for unbundled dedicated DS3 transport is based on airline mileage utilizing the Vertical and Horizontal (V&H) coordinate method between the locations to which the facility is provisioned. When the calculation results in a fraction of a mile, the mileage is rounded up to the next whole mile before applying the rates. In all cases, a minimum of one mile applies.

Pricing and applicable USOCs may vary by state jurisdiction and pursuant to individual carrier interconnection agreements.

USOCs

The following table identifies the Universal Service Order Codes (USOCs) pertaining to unbundled dedicated DS3 transport.

USOC	Description	Jurisdiction
UBNGX	DS3 Class of Service	Bell Atlantic Northern States
XZH3X	DS3 Class of Service	Bell Atlantic Southern States
ULYJX	DS3 Transport Installation Charge	Bell Atlantic Northern States
NRBT9	DS3 Transport Installation Charge	Bell Atlantic Southern States
	Service Order Charge	Bell Atlantic Northern States
NRBU5	Service Order Charge	Bell Atlantic Southern States
ULNJS	DS3 Transport-Fixed Per Mile Per Month Charge	Bell Atlantic Northern States
1UMYS	DS3 Transport Fixed Per Mile per Month Charge	Bell Atlantic Southern States
ULYJX	DS3 Transport Fixed Per Month Charge	Bell Atlantic Northern States
1UMYS	DS3 Transport Fixed Per Month Charge	Bell Atlantic Southern States
SP1CJ	Cross Connect Cable Rack Per Month	Bell Atlantic Southern States except WV
SP1CT	Cross Connect Cable Rack Per Foot Per Month	Bell Atlantic - WV
UCXJP	Cross Connect Installation	Bell Atlantic Southern States
CXC8P	DS3 Fixed Per Month SAC Charge	Bell Atlantic Northern States
UCXJP	DS3 Fixed Per Month Physical Cross Connect Charge	Bell Atlantic Southern States
UL6JP	DS3 Fixed Per Foot Per Month Physical Cross Connect Charge	Bell Atlantic - WV
CXUEA	DS3 Fixed Per Month IAC Charge	Bell Atlantic Northern States
UCXJV	DS3 Fixed Per Month Virtual Cross Connect Charge	Bell Atlantic Southern States

UL6JV	DS3 Fixed Per Foot Per Month Virtual Cross Connect Charge	Bell Atlantic - WV
NRBPR	Virtual Cross Connect Rearrangement	Bell Atlantic Southern States

Interval

Bell Atlantic established the following service date intervals for unbundled dedicated DS3 transport.

Quantity	Service Date Interval
1-9 where facilities and equipment are available	15 Business Days
10 or greater	Negotiated
Where facilities and equipment are not available	Negotiated

2.8.1.3 DEDICATED OC-3 TRANSPORT

Product

Unbundled Dedicated OC-3 Transport (Available in Bell Atlantic Northern States only.)

Product Family

Unbundled IOF Transport

Product Description

Unbundled dedicated OC-3 transport is an optical point-to-point (not ring) transmission path that is dedicated to the use of the ordering CLEC in its provisioning of competitive local exchange services.

Technical Description

Synchronous Optical Network (SONET), otherwise known as Optical Carrier (OC) or Synchronous Transport Signal (STS), is an optical interface standard that allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (mbps). Higher rates are direct multiples of the base rate. The OC-3 rate is 155.52 mbps.

The physical interface for all OCs is optical fiber. The characteristics of this interface are specified by Bellcore in GR-253-CORE.

Access to unbundled dedicated OC-3 transport is from the CLEC's premises or from the CLEC's collocation arrangement via an appropriate cross connection made on the Fiber Distribution Frame (FDF).

Unbundled dedicated OC-3 transport is available between the following designated locations:

- Telecommunications Carrier Premises
- CLEC Collocation Arrangements
- A CLEC Collocation Arrangement and a Telecommunications Carrier Premises

When unbundled dedicated IOF transport terminates at a Bell Atlantic central office, it must terminate at a CLEC collocation arrangement.

Pricing Information

Billing for unbundled dedicated OC-3 transport begins upon completion of the service order on the requested due date. The CLEC is charged for the following as appropriate:

- Non-Recurring Dedicated IOF Transport Service Order Charge

- Non-Recurring Dedicated IOF Transport Installation Charge — applies per facility ordered
- Dedicated IOF Transport Fixed Per Month Charge — applies per facility ordered
- Dedicated IOF Transport Fixed Per Mile Per Month Charge — applies per facility ordered
- Collocation Cross-Connect Fixed Per Month Charge — a Service Access Charge (SAC) when the unbundled dedicated OC-3 transport terminates at the CLEC's physical collocation arrangement or an Interconnection Access Charge (IAC) when the unbundled dedicated OC-3 transport terminates at the CLEC's virtual collocation arrangement

The mileage used to determine the fixed per mile, per month charge for unbundled dedicated OC-3 transport is based on airline mileage utilizing the Vertical and Horizontal (V&H) coordinate method between the locations to which the facility is provisioned.

When the calculation results in a fraction of a mile, the mileage is rounded up to the next whole mile before applying the rates. In all cases, a minimum of one mile applies.

Pricing and applicable USOCs may vary by state jurisdiction and pursuant to individual carrier interconnection agreements.

USOCs

The following table identifies the Universal Service Order Codes (USOCs) pertaining to unbundled dedicated OC-3 transport.

USOC	Description	Jurisdiction
UBNCX	OC-3 Class of Service	Bell Atlantic Northern States
ULYSX	Installation Charge	Bell Atlantic Northern States
ULNSS	Fixed Per Mile, Per Month Charge	Bell Atlantic Northern States
ULYSX	Fixed Per Month Charge	Bell Atlantic Northern States
CLOJX	OC-3 Fixed Per Month SAC Charge	Bell Atlantic Northern States
CXUMA	OC-3 Fixed Per Month IAC Charge	Bell Atlantic Northern States

Interval

The service date for all CLEC requests for unbundled dedicated OC-3 transport is negotiated between the CLEC and the Bell Atlantic Account Manager.

Quantity	Service Date Interval
All	Negotiated

2.8.1.4 DEDICATED OC-12 TRANSPORT

Product

Unbundled Dedicated OC-12 Transport (Available in Bell Atlantic Northern States only.)

Product Family

Unbundled IOF Transport

Product Description

Unbundled dedicated OC-12 transport is an optical, point-to-point (not ring) transmission path that is dedicated to the use of the ordering CLEC in its provisioning of competitive local exchange services.

Technical Description

Synchronous Optical Network (SONET), otherwise known as Optical Carrier (OC) or Synchronous Transport Signal (STS), is an optical interface standard that allows for transporting many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (mbps). Higher rates are direct multiples of the base rate. The OC-12 rate is 622.08 mbps.

The physical interface for all OCs is optical fiber. The characteristics of this interface are specified by Bellcore in GR-253-CORE.

Access to unbundled dedicated OC-12 transport is from the CLEC's premises or from the CLEC's collocation arrangement via an appropriate cross-connection made on the Fiber Distribution Frame (FDF).

Unbundled dedicated OC-12 transport is available between the following designated locations:

- Telecommunications Carrier Premises
- CLEC Collocation Arrangements
- A CLEC Collocation Arrangement and a Telecommunications Carrier Premises

When unbundled dedicated IOF transport terminates at a Bell Atlantic central office, it must terminate at a CLEC's collocation arrangement.

Pricing Information

Billing for unbundled dedicated OC-12 transport begins upon completion of the service order on the requested due date. The CLEC is charged for the following as appropriate:

- Non-Recurring Dedicated IOF Transport Service Order Charge
- Non-Recurring Dedicated IOF Transport Installation Charge — applies per facility ordered

- Dedicated IOF Transport Fixed Per Month Charge — applies per facility ordered
- Dedicated IOF Transport Fixed Per Mile Per Month Charge — applies per facility ordered
- Collocation Cross Connect Fixed Per Month Charge — a Service Access Charge (SAC) when the unbundled dedicated OC-12 transport terminates at the CLEC's physical collocation arrangement or an Interconnection Access Charge (IAC) when the unbundled dedicated OC-12 transport terminates at the CLEC's virtual collocation arrangement

The mileage used to determine the fixed per mile per month charge for unbundled dedicated OC-12 transport is based on airline mileage utilizing the Vertical and Horizontal (V&H) coordinate method between the locations to which the facility is provisioned. When the calculation results in a fraction of a mile, the mileage is rounded up to the next whole mile before applying the rates. In all cases, a minimum of one mile applies.

Pricing and applicable USOCs may vary by state jurisdiction and pursuant to individual carrier interconnection agreements.

USOCs

The following table identifies the Universal Service Order Codes (USOCs) pertaining to unbundled dedicated OC-12 transport.

USOC	Description	Jurisdiction
UBNDX	OC-12 Class of Service	Bell Atlantic Northern States
ULYSX	Installation Charge	Bell Atlantic Northern States
ULNSS	Fixed Per Mile Per Month Charge	Bell Atlantic Northern States
ULYSX	Fixed Per Month Charge	Bell Atlantic Northern States
CLOKX	OC-12 Fixed Per Month SAC Charge	Bell Atlantic Northern States
CXUNA	OC-12 Fixed Per Month IAC Charge	Bell Atlantic Northern States

Interval

The service date for all CLEC requests for unbundled dedicated OC-12 transport is negotiated between the CLEC and the Bell Atlantic Account Manager.

Quantity	Service Date Interval
All	Negotiated

2.8.2 UNBUNDLED SHARED IOF TRANSPORT

Product

Unbundled Shared IOF Transport

Product Family

Unbundled IOF Transport

Product Description

Unbundled shared, or common, IOF transport is the use of multiple interoffice transmission paths over non-dedicated facilities. The routing is dependent on how Bell Atlantic routes its own calls from the originating to the terminating office. Bell Atlantic provides access to unbundled shared transmission facilities between end offices and tandems and between its own central offices and other CLEC central offices. The actual transmission facility is the same type that is used in unbundled dedicated IOF transport. However, the way in which the transport facilities are used makes the distinction between shared and dedicated. CLEC traffic is routed over shared IOF transport for local traffic in conjunction with its purchase of unbundled local switching unless the CLEC specifies customized routing.

Technical Description

The transmission and routing of calls over the shared network is processed by Bell Atlantic in a similar way to which it transmits and routes its own traffic. The CLEC cannot order a specific type of transport facility or routing for shared transport.

Pricing Information

Each call transported from a unbundled shared trunk port incurs usage charges. The CLEC is charged for usage on a per minute of use basis, as well as by mileage, for calls originating from an unbundled line port routed through a Bell Atlantic shared trunking network. The per minute of use charge is based on a composite of direct and tandem routed transmission paths and rated according to day/evening/night or peak/off peak hours, in Bell Atlantic North.

Pricing and applicable USOCs may vary by state jurisdiction and pursuant to individual carrier interconnection agreements.

USOCs

The following table identifies the USOCs pertaining to unbundled shared IOF transport

USOC	Description	Jurisdiction
NONE		

Interval

Unbundled shared IOF transport is provided when a CLEC purchases unbundled local switching unless the CLEC has requested unbundled dedicated IOF transport with Customized Routing.

SCHEDULE 12.3

SUPPORT SERVICES FOR RESALE

1. BA OSS SERVICES

1.1 Definitions

As used in this 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 ANTC Usage Information to ANTC 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 ANTC.

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

1.1.7 “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 ANTC, BA shall provide to ANTC, 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 and this Agreement, 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 and this Agreement, 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 ANTC.

1.3 Access to and Use of BA OSS Facilities

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

1.3.2 ANTC shall restrict access to and use of BA OSS Facilities to ANTC. This Schedule 12.3 does not grant to ANTC any right or license to grant sublicenses to other persons, or permission to other persons (except ANTC's employees, agents and contractors, in accordance with Section 1.3.6 below), to access or use BA OSS Facilities.

1.3.3 ANTC 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 ANTC's use under this Schedule 12.3.

1.3.4 ANTC 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).

1.3.5 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 ANTC only in connection with ANTC's use of BA OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by ANTC as Confidential Information of BA pursuant to subsection 28.54 of the Agreement; and, (d) shall be destroyed or returned by ANTC to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.3.6 ANTC's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for ANTC's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by ANTC'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 1.3.5 and 1.5.3.3 of this Schedule 12.3.

1.4 Obligation to Provide Non-Discriminatory Access

BA shall provide ANTC, in accordance with Applicable Law and as may be detailed in the BA Telecom Industry Services Resale Handbook as may be amended by BA in BA's sole discretion, access via electronic interfaces or electronic bonding to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as necessary for ANTC to access and use BA OSS Services pursuant to the Agreement.

1.5 BA OSS Information

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

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

1.5.3.1 The provisions of this Section 1.5.3 shall apply to all BA OSS Information, except (a) ANTC Usage Information, (b) CPNI of ANTC, and (c) CPNI of a BA Customer or an ANTC Customer, to the extent the Customer has authorized ANTC to use the Customer Information.

1.5.3.2 BA OSS Information may be accessed and used by ANTC only to provide Telecommunications Services to ANTC Customers. For purposes of this Schedule 12.3, the provision of Telecommunications Services includes maintenance and repair.

1.5.3.3 ANTC shall treat BA OSS Information that is designated by BA, through written or electronic notice (including, but not limited to, through the BA OSS Services), as "Confidential" or "Proprietary" as Confidential Information of BA pursuant to subsection 29.4 of the Agreement.

1.5.3.4 Except as expressly stated in this Schedule 12.3, this Agreement, BA does not grant to ANTC any right or license to grant sublicenses to other persons, or permission to other persons (except ANTC's employees, agents or contractors, in accordance with Section 1.5.3.5 below), to access, use or disclose BA OSS Information.

1.5.3.5 ANTC's employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for ANTC'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 ANTC's employees, agents or contractors, shall be subject to the provisions of this

Agreement, including, but not limited to, subsection 29.4 of the Agreement and Section 1.5.3.3 above.

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

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

1.5.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.6.1 below), ANTC's access to BA OSS Information through BA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.5.5.1 Without in any way limiting subsection 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit ANTC quarterly to ascertain whether ANTC is complying with the requirements of Applicable Law and this Agreement with regard to ANTC's access to, and use and disclosure of, BA OSS Information. BA shall conduct such audit in a manner that is not disruptive to ANTC's use of BA OSS Services.

1.5.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor ANTC's access to and use of BA OSS Information which is made available by BA to ANTC pursuant to this Agreement, to ascertain whether ANTC is complying with the requirements of Applicable Law and this Agreement, with regard to ANTC'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 ANTC's access to and use of BA OSS Information which is made available by BA to ANTC through BA OSS Facilities.

1.5.5.3 Information obtained by BA pursuant to this Section 1.5.5 shall be treated by BA as Confidential Information of ANTC 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 1.5.5 to enforce BA's rights under the Agreement or Applicable Law.

1.5.6 ANTC acknowledges that the BA OSS Information, by its nature, is updated and corrected on a continuous basis by BA, and therefore that BA OSS Information is subject to change from time to time.

1.6 Liabilities and Remedies

1.6 .1 Any material breach by ANTC, or ANTC's employees, agents or contractors, of the provisions of Sections 1.4 or 1.5 above shall be deemed a material breach of the Agreement. In addition, if ANTC or an employee, agent or contractor of ANTC at any time breaches a provision of Sections 1.4 or 1.5 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 ANTC, to suspend the license to use BA OSS Information granted by Section 1.5.1 above and/or the provision of BA OSS Services, in whole or in part.

1.6.2 The Parties agree that BA would be irreparably injured by a breach of Sections 1.3 or 1.5 above by ANTC or the employees, agents or contractors of ANTC and the failure of BA to provide ANTC access to BA Operations Support Systems in accordance with Section 1.4 above, each shall be deemed a material breach of this Agreement, that any such breach shall cause irreparable injury, and that the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.7 Relation to Applicable Law

The provisions of Sections 1.3, 1.4 and 1.5 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 either party of any right with regard to protection of the confidentiality of the information of that party or its Customers provided by Applicable Law.

1.8 Cooperation

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

1.8.1 Upon request by BA, ANTC 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 ANTC anticipates submitting orders in each week of the next calendar month.

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

1.8.3 ANTC shall reasonably cooperate with BA in submitting orders for BA Retail Telecommunications Services and otherwise using the BA OSS Services, in order to avoid exceeding the capacity or capabilities of such BA OSS Services.

1.8.4 ANTC shall participate in cooperative testing of BA OSS Services and shall provide assistance to BA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in BA OSS Services.

1.9 BA Access to Information Related to ANTC Customers

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

1.9.2 Upon request by BA, ANTC shall negotiate in good faith to enter into a contract with BA, pursuant to which BA may obtain pre-ordering, ordering, provisioning, maintenance and repair, and billing information by access to ANTC's OSS (or where no such systems exist, by other available means) to permit BA to obtain information related to ANTC Customers (as authorized by the applicable ANTC Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and as for such other purposes as such access may be required 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 ANTC prior to, or in lieu of, BA's provision of the BA OSS Service to ANTC. 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 ANTC. BA shall timely notify ANTC of any such change that adversely affects ANTC's ability to access and use BA Pre-OSS Services.

2.3 Subject to the requirements of Applicable Law, the prices for BA Pre-OSS Services shall be as determined by BA and shall be subject to change by BA from time-to-time.

2.4 The provisions of Sections 1.4 through 1.8 above shall also apply to BA Pre-

OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.4 through 1.8 above to BA OSS Services shall be deemed to include BA Pre-OSS Services; and, (b) references in Sections 1.4 through 1.8 above to BA OSS Information shall be deemed to include information made available to ANTC 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.

167.05/Gen Docs/Schedule 12-3-resale 2b REDLINED

SCHEDULE 13.9

NON-RECURRING CHARGE INSTALLMENT PAYMENT OPTION FOR COLLOCATION AND CENTRAL OFFICE SWITCH DIALING PLANS.

Subject to the terms and conditions specified below, ANTC may, at its option, elect to pay non-recurring charges for Collocation and central office switch dialing plans (if applicable) on an installment basis over an 18 month period.

1. ANTC will be eligible for this payment option only if ANTC and its Affiliates, if any, have gross revenue of less than \$2 billion per year arising from the provision of telecommunications services or facilities at the time the order is placed. BA may require ANTC to establish its eligibility under this section to BA's reasonable satisfaction.

2. The following non-recurring charges are subject to this installment payment option:

(a) For Physical Collocation: all elements associated with conditioning the space for collocation room construction (including but not limited to power plant upgrades, HVAC and asbestos removal), cage construction, overhead lighting and AC outlet, as well as cable installation.

(b) For Virtual Collocation: all elements associated with equipment installation and cable installation.

(c) All non-recurring charges associated with office dialing plans.

3. For Physical Collocation, the first payment will reflect 20% of the total estimated rendered for construction of the room (common area), or pro rata amount if the room has already been built. Eighteen subsequent monthly payments will commence once the collocation site is complete (subject to tariff interval) and will be based on the balance of the room construction plus cage construction, overhead lighting, AC outlet and cable installation charges. If, during or after ANTC makes payments under this subsection, another CLEC enters into arrangements with BA to collocate in the same room, that CLEC will be charged its pro-rata share of the construction costs of the room and ANTC will receive a pro-rata refund of charges ANTC incurred to pay for construction of the room.

4. For Virtual Collocation, the first payment will reflect 20% of the estimate to develop and implement the plan. Eighteen subsequent monthly payments will commence once the plan is in place (usually between 60 and 120 days).

5. The amount of each subsequent monthly installment payment shall equal the total remaining non-recurring charge that would otherwise apply, divided by 18 payments, and increased by an annual factor of 12.2%. This factor is intended to reflect BA's cost of money and anticipated bad debt. The result is that each of the 18 payments shall consist of 6.05% of the original total amount of non-recurring charge before deduction of the initial 20% payment. An additional payment of \$196.94 per month will apply for the duration of the

installment period, based on the costs to BA of administering the installment option.

6. The charges under this installment option are designed to be revenue neutral to BA compared to the payment of a one-time charge, and are subject to periodic prospective adjustments as often as quarterly to reflect actual bad debt experience, churn rates, administrative costs or changes in the cost of money.

7. If the service is removed before all installment payments have been made, the remaining unpaid amount of the non-recurring charge shall be due and payable within thirty (30) days of the date the service is removed.

8. This installment payment option is offered by BA in fulfillment of a condition imposed by the FCC in approving the merger of the Bell Atlantic Corporation and NYNEX Corporation. The availability, terms and conditions of this payment option are subject to change based on any change in, or definitive reinterpretation of, the underlying merger condition.

9. Unless renewed by BA, this installment payment option will not be available for orders with due dates after August 14, 2001, according to standard intervals.

10. Service provided under this installment payment option is subject to all other terms and conditions of this Agreement or applicable tariffs, including those relating to deposits, billing, form of payment, late payment charges and dispute resolution, if any. ANTC hereby grants to BA a continuing security interest in and to all of ANTC's personal property including ANTC's now-owned and hereafter acquired accounts, goods, general tangibles, equipment, inventory, and contract rights and in the proceeds and products thereof. The security interest granted hereby is to secure payment and performance of the obligations of ANTC under this Schedule 13.9. ANTC hereby agrees to execute all documents, including financing statements, required by BA to evidence, perfect and enforce the security interest granted hereunder. In the event of a default, BA shall have all rights and remedies available to it under the Uniform Commercial Code in addition to any rights and remedies available under law or equity.

**INSERT SCHEDULE 26.2 PERFORMANCE MONITORING
REPORTS, STANDARDS, AND REMEDIES HERE**

BELL ATLANTIC - PENNSYLVANIA, INC.

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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
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I. Local Call Termination²

¹ Unless a citation is provided to a generally applicable BA tariff, all listed rates and services available only to ANTC 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 ANTC 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.

Traffic Delivered at BA End Office	\$.001864/MOU	Not Applicable
Traffic Delivered at BA Tandem	\$.002902/MOU	Not Applicable

² See note 6 regarding measurement and calculation of local traffic termination charges.

Service or Element Description:

**Recurring
Charges:**

**Non-Recurring
Charge:**

II. Unbundled Transport

A. Dedicated Transport

Voice Grade/DS-0

\$10.37/Month &
\$.03/Mile/Month

Voice Grade/DS-0,
DS-1, DS-3 & DDS:
\$1.05/Service

DS-1

\$37.66/Month &
\$.66/Mile/Month

Order,
\$353.70/Initial
Facility &

DS-3

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

\$24.00/Additional
Facility (if
purchased when
initial facility
ordered)

DDS

\$10.74/Month &
\$.04/Mile /Month

B. Common Transport

Tandem Switching

\$.000836/MOU

Not Applicable

Transport Fixed

\$.000152/MOU

Not Applicable

Transport Per Mile

\$.000004/MOU

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
II. Unbundled Transport (Continued)		
C. Entrance Facilities		
		<u>All:</u> \$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
	\$33.76/Month	
4Wire Voice Grade Channel Termination	\$77.83/Month	\$498.73/Initial & \$290.02/Additional
		\$548.06/Initial & \$548.06/Additional
DS-1 to Voice Grade Multiplexing	\$180.59/Month	\$668.37/Initial & \$331.87/Additional
		\$548.06/Initial & \$548.06/Additional
DS-1 Channel Termination	\$257.61/Month	\$668.37/Initial & \$331.87/Additional
		\$548.06/Initial & \$548.06/Additional
DS-3 to DS-1 Multiplexing	\$1059.65/Month	\$668.37/Initial & \$331.87/Additional
		\$668.37/Initial & \$331.87/Additional
DS-3 Channel Termination		
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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
II. Unbundled Transport (Continued)		
E. Mid-span meet arrangements	To be charged in accordance with the requirements of Section 4.3 of the Agreement	
III. Unbundled Switching¹		
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

¹ 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

V. Collocation Cross-Connection

A. Voice Grade Loop

Physical DS0 CO side to equipment \$1.41/Month

Not Applicable

Virtual DS0 with RFT CO side MDF to equipment \$1.20/Month

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
Virtual DS1 with EDSX (1DS1 + 24 DS0's with IDLC)	\$60.21/Month	<u>Both:</u> \$1.05/Service Order
Virtual DS1 with CFA (24DS0s with IDLA)	\$44.08/Month	\$544.36/Initial Installation & \$210.46/Additional Installations

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
V. Collocation Cross-Connection (Continued)		
B. Other		
Physical DS3	\$84.27/Month	<u>All:</u> \$1.05/Service Order \$481.36/Initial Installation & \$194.71/Additional Installations
Physical DS1	\$15.72/Month	
Virtual DS3	\$88.81/Month	
Virtual DS1	\$16.12/Month	
VI. Time and Materials		
Special Construction	As applicable per BA-PA PUC 1 sec. 9	
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$1.05/Service Order \$26.24/Premises Visit \$12.10 Labor Charge/ Quarter Hour After First Quarter Hour
Central Office Technician	Not Applicable	\$1.05/Service Order \$10.42 Labor Charge/ Quarter Hour or Fraction Thereof
VII. Signaling and Databases		
A. STP Port		
Termination	\$640.02/Month	\$94.15/Port
Access	\$.47/Mile/Month	\$1.05/Service Order \$274.06/Initial Facility & \$24.01/Additional Facility
B. 800/888 Database		
Basic Query	\$.000835/Query	Not Applicable
Vertical Query	\$.000343/Query	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
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 ANTC'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. ANTC Network Query	\$.0007/Query	Not Applicable
c. ANTC 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. ANTC Network Service Activation	Not Applicable	\$8.37/Service Activated/Line
c. ANTC Switch Service Activation	Not Applicable	\$8.37/Service Activated/Line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
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
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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.	
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Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to ANTC per separate arrangement	
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<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
IX. Operator Services/Directory Assistance		
Direct Access	\$.0342/Query	\$32,135.28/Link & \$15,206.81 Service Establishment
Directory Assistance	\$.3664/Call	Not Applicable
Directory Transport		
Tandem Switching	\$.000730/Call	Not Applicable
Tandem Switched Transport	\$.000132/Call & \$.000003/Mile/Call	Not Applicable
Operator Services - Live	\$.01280/Operator Work Second	Not Applicable
Operator Services - Automated	\$.00158/Automated Work Second	Not Applicable
Branding for Directory Assistance and/or Operator Services	Not Applicable	\$1,358.62/Message
Carrier-to-Carrier LSV/VCI Requests	\$.01280/Operator Work Second	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
X. Access to Operation Support Systems		
A. Pre-Ordering	\$.22/Query	Not Applicable
B. Ordering	\$3.34/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair		
1. ECG Access	\$.22/Query	Not Applicable
2. EB/OSI Access	\$1.16/Trouble Ticket	Not Applicable
E. Billing		
1. CD-ROM	\$246.59/CD-ROM	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	\$.000258/Message	Not Applicable
b. Delivery of DUF		
Data Tape	\$17.18/Tape	\$61.39/Programming Hour
Network Data Mover	\$.000094/Message	Not Applicable
CMDS	\$.000094/Message	\$61.39/Programming Hour
c. DUF Transport		
9.6 kb Communications Port	\$10.24/Month	\$7,437.36/Port
56 kb Communications Port	\$28.29/Month	\$30,778.91/Port
256 kb Communications Port	\$28.29/Month	\$51,236.88/Port
T1 Communications Port	\$359.31/Month	\$182,827.99/Port
Line Installation	Not Applicable	\$61.39/Programming Hour/Port
Port Set-up	Not Applicable	\$9.85/Port
Network Control Programming Coding	Not Applicable	\$61.39/Programming Hour/Port
XI. Exchange Access Service		
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>
XII. Number Portability		
Interim (using RCF)	\$1.50/Month/Ported Number	\$5.00/Service Order \$4.00/Installation/No. at same location
Permanent	Per permanent funding mechanism when established.	
Access pass-through to number portability purchaser	In accordance with Section 14.5 of Agreement	
XIII. 911/E911		
Transport		Per section II above.
Data Entry and Maintenance		No Charge
XIV. Poles Conduits & ROW		
	Per contract rates pursuant to 47 U.S.C. sec. 224	
	Illustrative:	
	Duct: \$5.45/Foot/Year	
	Pole: \$3.98/Attachment/Year	
XV. Network Interface Device (NID)	\$.68/Month	Not Applicable
XVI. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)		No Charge
XVII. Local Dialing Parity		No Charge
XVIII. Customized Routing		
To Reseller Platform	\$.142360/Line/Month	\$3.84/Line
To BA Platform for Re-Branding	\$.08330/Call	\$3.84/Line
Customized Routing Transport		Per section II above.

Service or Element Description:

**Recurring
Charges:**

**Non-Recurring
Charge:**

XIX. Wholesale Discount for Resale of Retail Telecommunications Services²

² 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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
Resale of retail services if ANTC provides own operator services platform	20.69%	
Resale of retail services if ANTC 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.	

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. ANTC SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Call Termination¹		
Traffic Delivered at End Office	\$.001864/MOU	Not Applicable
Traffic Delivered at Tandem	\$.002902/MOU	Not Applicable
II. Number Portability		
Interim	\$1.50/Month/Ported Number	\$5.00/Service Order \$4.00/Installation/No. at same location
Permanent	Per permanent funding mechanism when established.	
Access pass-through to number portability purchaser	In accordance with Section 14.5 of Agreement	
III. Exchange Access Service		
Interstate	Per ANTC FCC exchange access tariff.	
Intrastate	Per ANTC PA tariff exchange access tariff.	
IV. Local Dialing Parity		
	No Charge	
V. All Other ANTC Services Available to BA for Purposes of Effectuating Local Exchange Competition		
	Available at ANTC's tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to ANTC.	
VI. Other Services		
Information Service Billing Fee	\$.03/Call	No Charge

¹ 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 Access Tandem:

\$.002902 per mou.

(b) Traffic delivered directly to terminating BA End Office: \$.001864 per mou.

B. Charges by ANTC

1. Single-tiered interconnection structure:

ANTC'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 ANTC to the BA Access Tandem for most recent billed quarter.

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

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

ANTC Charge at the ANTC-IP =

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

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

(a) Local Traffic delivered to ANTC Access Tandem: \$.002902

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

C. Miscellaneous Notes

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

EXHIBIT B

BONA FIDE REQUEST PROCEDURES

1. The following procedures shall apply to any Bona Fide Request submitted by ANTC 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." 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. ANTC 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 ANTC that BA must do laboratory testing (at ANTC's expense) to determine whether the request is technically feasible;
 - (d) inform ANTC that BA must do field testing (at ANTC's expense) to determine whether the request is technically feasible;
 - (e) inform ANTC that it is necessary for the Parties to undertake a joint technical/operational field test (at ANTC'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), ANTC 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)), ANTC 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 ANTC 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. ANTC 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.

EXHIBIT C

DIRECTORY ASSISTANCE AND INTRALATA CALL COMPLETION SERVICES AGREEMENT

THIS AGREEMENT is made, effective this 15th day of April 1998 by and between **Bell Atlantic - Pennsylvania Inc.**, hereinafter referred to as "Bell Atlantic", a Delaware corporation, with offices at 1320 North Courthouse Road, Arlington, VA 22201, and ACC National Telecom Corp., hereinafter referred to as "Carrier", a Delaware corporation with offices at 400 West Avenue, Rochester, N.Y. 14611.

1. SCOPE AND TERM OF AGREEMENT

1.1 Scope This Agreement sets forth the terms and conditions which govern the use of and payment for Directory Assistance (DA) Service, connect request and IntraLATA Call Completion Service (hereinafter collectively referred to as "Services") to be provided by Bell Atlantic, or its affiliated companies, to Carrier. Carrier shall subscribe to and pay for Carrier's local exchange customers in the _____ LATA(s): [To be completed for each state in which ANTC contracts for services.]

1.2 Term The initial term of this Agreement shall be six months and commence as of 12:01 a.m. on the date first written above. At the end of this initial term, or any subsequent renewal term, this Agreement shall automatically renew for an additional period of six months unless either party provides written notice to the other of its intent to terminate at least two (2) months prior to the expiration of the then current term.

2. DESCRIPTION OF SERVICES

2.1 Directory Assistance (DA) Service

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

b) A maximum of two requests for telephone numbers will be accepted per DA call, unless BA provides its own Customers with greater than two requests per DA call, in which case that number of requests will be accepted per DA call. A "DA call" as used in this

Agreement shall mean a call answered by or forwarded to Bell Atlantic, regardless of whether a telephone number is requested, provided, or available. The listings that will be available to Carrier's customers are those telephone numbers that are listed in Bell Atlantic's DA records for the LATA(s) designated in Section 1.1.

c) DA Call Completion (DACC) Service is a call completion service offered in conjunction with Directory Assistance Service. DACC Service provides the Carrier's end users the ability to place a call to a requested DA listing without having to hang up and redial.

d) DACC Service can be provided to end users as either a basic or an automatic service. Basic DACC Service enables the end user to choose between DA call completion or hanging up to redial. Automatic DACC Service automatically completes the DA call. If a caller requests two numbers on a DA call, only the second number will be completed using DACC Service.

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

2.2 IntraLATA Call Completion Service IntraLATA Call Completion Service consists of the live and automated local and toll call completion services specified in Appendix B, including the completion of collect, card and bill-to-third party calls; busy line verification; customer requested interrupt; and other assistance to Carrier's local exchange customers located in the LATA(s) designated in Section 1.1.

2.3 Branding Branding is a service option that permits the Carrier to deliver a customized front-end announcement to its callers, identifying the Carrier as the customer service provider. Carrier shall provide the information required by Bell Atlantic to create this announcement. Branding also requires that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or operator switch locations.

2.4 End User Billing Bell Atlantic will provide Carrier with unrated EMR records for use in the billing of Carrier's end users for Services pursuant to Section 5.8 of the Interconnection Agreement between the parties dated April 15, 1998 (hereinafter "Interconnection Agreement"). The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.

2.5 Service Methods Bell Atlantic agrees to provide Services in accordance with Bell Atlantic's service standards and methods. Bell Atlantic will notify Carrier in writing of any significant policy changes to operator services or directory assistance standards and methods prior to implementation. Bell Atlantic agrees to comply with the service quality standards and provisions as set forth in Section 27.1 of the interconnection agreement as may be

applicable to the Services provided herein.

2.6 Customized Service Features and Options Carrier may request custom-designed service features or optional services to be provided in conjunction with the Services hereunder. Upon mutual agreement of the parties, such features and options will be provided pursuant to this Agreement and applicable sections of the Interconnection Agreement.

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

3.1 Required Information Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C, as well as a completed Technical Questionnaire, will be furnished by Carrier at least ninety (90) days prior to the commencement of Services (i.e., the Cutover Date described in Section 3.2.) Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic. Bell Atlantic will review these change requests and determine any potential impact on the cutover date. Written confirmation of any impact will be provided to Carrier.

3.2 Cutover Date The Cutover Date for Service(s) provided under this Agreement shall be the date on which the Service(s) shall be available to all of Carrier's local exchange customers in the LATA(s) designated in Section 1.1.

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

4. EQUIPMENT AND FACILITIES

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

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

4.3 Carrier Transport and Switched Access Connection

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, and signaling arrangements required by Bell Atlantic to provide Services to

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

b) Carrier shall specify the number of trunks required for Services. Carrier must provide trunks with operator services signaling directly to the locations designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three (3) months advance notice in the event of any change in a designated location.

5. PAYMENT FOR SERVICES

5.1 Rates Carrier agrees to subscribe to and pay for the Services and options selected in Appendix A. Carrier shall pay the rates set forth in Appendix A of this Directory Assistance and IntraLata Call Completion Agreement, subject to such obligations as Bell Atlantic may have under the Telecommunications Act of 1996, and the FCC and state regulations and decisions thereunder, to set cost-based rates for unbundled network elements. Specifically, when a regulatory body of competent jurisdiction has duly approved the rates under which Bell Atlantic is required to provide operator services and directory assistance to competitive local exchange carriers (hereinafter referred to as "CLEC rates"), Bell Atlantic shall charge, and Carrier shall pay, such CLEC rates for the applicable Services.

5.2 Settlements Bell Atlantic shall bill Carrier for the Services provided under this Agreement and Carrier shall render payment to Bell Atlantic in accordance with the provisions set forth in the Interconnection Agreement. Carrier shall pay interest on any amount overdue at the rate specified for late payments in the Interconnection Agreement between Bell Atlantic and Carriers.

5.3 Billing Disagreements

a) Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. To dispute an invoice, Carrier must provide Bell Atlantic with a written explanation of the questioned charges for consideration within thirty (30) days of receipt of the invoice. Bell Atlantic will respond to Carrier's claim within thirty (30) days of receipt of the explanation.

b) The parties agree to negotiate any dispute in good faith to reach a satisfactory resolution of the dispute no later than ninety (90) days after Carrier's receipt of the invoice. Carrier shall have no obligation to pay interest on a disputed amount while a resolution is being negotiated during this period. In the event that the dispute is not resolved at the

account manager level within forty five (45) days after receipt of Carrier's claim, the parties agree to submit the dispute to an Intercompany Review Board for resolution. The Intercompany Review Board shall consist of two representatives from each party who are authorized to resolve the dispute on behalf of their respective companies. The Intercompany Review Board shall conduct a joint conference to review the parties' respective positions and to resolve the dispute.

c) Upon the resolution of the dispute, an appropriate adjustment of billing shall be made by Bell Atlantic. Bell Atlantic shall apply any reductions in the invoiced amount as a credit. Carrier shall promptly pay any amounts the parties agree are due as specified in Section 29.9 of the Interconnection Agreement. If no resolution is reached within the specified 90-day period, either party may pursue such other remedies and recourse as are otherwise available under law or this Agreement.

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

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

6. DEFAULTS AND REMEDIES

6.1 Defaults If Carrier defaults in the payment of any amount due hereunder, excluding those amounts subject to a billing disagreement pursuant to Section 5.3 of this Agreement or if Bell Atlantic materially fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement with thirty (30) days written notice.

6.2 Carrier Remedies In the event that Bell Atlantic, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this Agreement, Bell Atlantic shall pay Carrier for Carrier's direct damages resulting from such failure, up to an amount not to exceed the charges payable under this Agreement for the Services affected

6.3 Discontinuance by Carrier In the event that Carrier discontinues using Services, either in part or in whole, prior to expiration of the then current term and such discontinuance is not due to Bell Atlantic's material failure to perform as specified in Section 6.1, Carrier shall pay Bell Atlantic an amount equal to fifty percent of the average monthly charges for the six month period immediately preceding the discontinuance multiplied by the number of months remaining in the then current term. If Services have been provided for a period of less than six months, Carrier shall pay fifty percent of the charges for the month with the highest

usage multiplied by the number of months remaining in the then current six month term. In the event of such an discontinuance, Bell Atlantic shall make all reasonable efforts to mitigate its damages resulting from such discontinuance. If Carrier terminates this Agreement without cause prior to the Cutover Date, Carrier shall pay Bell Atlantic the greater of 1) all reasonable and necessary direct costs already incurred by Bell Atlantic in preparation for the commencement of Services or 2) the sum of twenty five thousand dollars (\$25,000) per service per LATA, provided that Bell Atlantic shall make all reasonable efforts to mitigate its damages resulting from such discontinuance.

6.4 Other Remedies THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTIONS 6.1, 6.2 AND 6.3 ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.

7. CONFIDENTIAL INFORMATION

The parties agree that Section 29.5 of the Interconnection Agreement shall govern the exchange and use of confidential and proprietary information under this Agreement.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractors 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 part's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income 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.

9. GENERAL CONDITIONS

9.1 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. No written consent shall be required if Carrier acquires or is acquired by an entity that has an existing interconnection agreement with BA, in which case Carrier may in its sole discretion and without liability, elect to (1) terminate the acquired or acquiring entities' agreement and apply this Agreement to the acquired or acquiring entity upon forty-five (45) days notice; (2) terminate this Agreement and replace it with the agreement entered into with the acquired or acquiring entity upon forty-five days notice or (3) continue to perform obligations under this Agreement until this Agreement is terminated according to its terms or otherwise by agreement of the parties.

9.2 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 the LATA(s) designated in Section 1.1 is/are located except for its conflicts of law provisions. In addition, to the extent federal law may apply, federal law will control.

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

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

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

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

To Bell Atlantic :

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

To ANTC:

ACC National Telecom Corp.
400 West Ave.
Rochester, NY 14611
Attn: Maureen Swift
Facsimile: (716) 987-3045

with a copy to:

ACC National Telecom Corp.
400 West Ave.
Rochester, NY 14611
Attn: Daniel J. Venuti
Facsimile: (716) 987-3045

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

9.7 Publicity Bell Atlantic and Carrier agree not to publish any advertising, sales promotions, or press releases that promote or otherwise relate to the services provided under this Agreement and include the other party's name, logos, trademarks, or service marks, unless it obtains the other party's prior written consent, except that either party may disclose the fact that Bell Atlantic provides directory assistance and/or operator services to Carrier without such prior review or approval.

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

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

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

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

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

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

**FOR BELL ATLANTIC -
PENNSYLVANIA, INC.**

FOR CARRIER

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

APPENDIX A

BELL ATLANTIC - PENNSYLVANIA
CARRIER SERVICE SELECTION FORM

Please select desired services.

SERVICE	MINIMUM SERVICE PERIOD	CHARGE	SERVICE SELECTION
Directory Assistance (ADAS)	6 months	\$0.3664/call (Directory Transport charges below)	Yes <input type="checkbox"/> No <input type="checkbox"/>
IntraLATA Call Completion Operator Services	6 months	Live: \$0.01280/op work second Automated: \$0.00158/auto wk sec LIDB: \$0.015542/query	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directory Assistance Branding	non-recurring fee	\$1,358.62 per switch	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operator Services Branding	non-recurring fee	\$1,358.62 per switch	Branding is required for OS

Directory Transport charges are as follows. (Call miles are measured from the BA Wire Center serving Carrier's premises to the Directory Assistance location.)

Rate Per Directory Assistance Call

Tandem-Switched Transport	
Fixed	\$0.000132
Per mile	\$0.000003
Tandem Switching	\$0.000730

Note: Trunking, daily usage file, and switched access costs are not included in the above rates.

APPENDIX B

INTRALATA CALL COMPLETION OPERATOR SERVICES CALL TYPES

IntraLATA Call Completion Operator Services may include the following:

a. Calling Card

(i) *Live*: Bell Atlantic operator keys the calling card number and call details into the system, secures validation, and releases the call to the network.

(ii) *Automated*: Caller keys the calling number and call details in response to automated prompts. Bell Atlantic secures validation and releases the call to the network.

b. Collect

(i) *Live*: Bell Atlantic operator obtains the calling party's name, keys the call details if necessary, announces the call to the called party, waits for acceptance, and releases the call to the network.

(ii) *Automated*: Caller provides name and call details. Bell Atlantic's automated system obtains called party's consent and releases the call to the network.

c. Billed To A Third Party

(i) *Live*: Bell Atlantic operator requests the calling party's name, keys the call details if necessary, calls the third party to verify acceptance of billing, and upon acceptance, releases the call to the network.

(ii) *Automated*: Caller provides name, call details, and billing number. Bell Atlantic's automated system verifies billed number and releases the call to the network.

d. Person-to-Person

Bell Atlantic operator requests the person or department the calling party has specified, ensures the appropriate party has been reached (person or department), and releases the call to the network.

e. Coin Sent Paid

Bell Atlantic operator keys the call details if necessary, requests the initial deposit, and upon deposit, releases the call to the network.

- f. Miscellaneous Call Assistance (Live)
- (i) 0- Calls: Bell Atlantic operator provides caller with dialing instructions or assistance, transfers emergency calls, or refers questions to the business office or repair service.
 - (ii) Dialing Assistance & Intervention: Bell Atlantic operator dials a number for a caller who is unwilling to dial directly or is encountering trouble (such as wrong number, poor transmission, or cutoff), and who requests a credit or reconnection.
 - (iii) Time and Charges: Bell Atlantic operator provides caller with time and charges at the end of conversation, if requested.
 - (iv) Individuals with Disabilities: Bell Atlantic operator assists a caller requiring dialing assistance due to a disability.
- g. Busy-Line Verification
Bell Atlantic operator determines if the number specified by the customer is in use, idle, or out of order. Appropriate facilities and equipment may be required from the Carrier to enable verification of Carrier's lines.
- h. Customer-Requested Interrupt
At the caller's request, Bell Atlantic operator interrupts conversation in progress on a line that is in use, as verified through Busy-Line Verification.
- i. Operator Number Identification (ONI) Requests
Bell Atlantic operator requests the calling telephone number, keys the number into the system for identification, and releases the call for processing.
- j. Time of Day
Bell Atlantic operator provides the customer with the approximate time of day for companies that have approved tariffs. For those companies without approved tariffs, customers are referred to directory assistance. If the request is in connection with a call, the operator provides the approximate time.
- k. Automated Coin Toll Service (ACTS)
Bell Atlantic will provide automated messages for intraLATA toll calls that originate from coin phones. The messages will prompt callers for the correct change and record the change upon deposit. If a caller fails to deposit the correct amount within the time threshold (set by Bell Atlantic), the call will default to a live operator.

1. Validation Services

Bell Atlantic will launch queries for the validation of all calling card calls, collect calls, and billed-to-third number calls to a Line Information Data Base (LIDB). The validation costs for queries of LIDB are separate from the individual call rates. Bell Atlantic will also launch queries for validations to another company's LIDB if that company has a card honoring agreement with Bell Atlantic.

APPENDIX C

REQUIRED INFORMATION

Carrier shall furnish Bell Atlantic all information required by Bell Atlantic to establish and maintain the Services to be provided to Carrier, including a completed Technical Questionnaire. Such required information includes, but is not limited to, the following:

1. Central office exchange names
2. Usage forecasts
3. Local central office characteristics
4. Trunking arrangements and trunk group types
5. Emergency reporting system and procedures
6. Business office information
7. Repair service information
8. Name and address request information
9. Tariffs and rate information
10. Customer dialing capabilities
11. Access to EMR records
12. Desired branding announcement (if applicable)
13. Carrier's estimated start date of Services
14. Access Service Requests (ASRs) for trunking and translations

Note: ASRs are not to be submitted by Carrier until Carrier and Bell Atlantic have reviewed the Technical Questionnaire.

INTRALATA TELECOMMUNICATIONS SERVICES SETTLEMENT AGREEMENT

This Agreement is entered into as the 15th day of April, 1998, by and between Bell Atlantic - Pennsylvania, Inc., a Pennsylvania corporation, with principal offices located at 1717 Arch Street ("BA-PA"), and ACC National telecom Corp. ("ANTC") a Delaware corporation, with principal offices located at 400 West Avenue, Rochester, NY 14611 ("Carrier").

SECTION I

SCOPE

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

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(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

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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 Commonwealth of Pennsylvania and are billed to a line-based number within the jurisdiction of the Commonwealth of Pennsylvania 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.

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N. Certified Local Exchange Carrier (CLEC) means a carrier certified by the _____ 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 _____ 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

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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

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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

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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 March 15, 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

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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

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following address (which address Carrier may change upon prior written notice to BA-PA):

ACC National Telecom Corp.
400 West Ave.
Rochester, NY 14611
Attn: Augie Lindsay
Facsimile: (716) 987-3450

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

EXHIBIT D

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.

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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.

EXHIBIT D

(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.

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- (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.

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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

EXHIBIT D

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.

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SECTION XI

TERM AND TERMINATION

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

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

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

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

(e) Termination of Interconnection Agreement. Unless otherwise agreed to by the parties hereto in writing, in the event that the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of December __, 1996, by and between BA-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.

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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: 703 974 4614

If to Carrier: Address: ACC National Telecom Corp.
 400 West Ave.
 Rochester, NY 14611
 Attn: Maureen Swift
 Facsimile: (716) 987-3045
 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

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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.

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(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.

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In witness whereof, the undersigned parties have caused this Agreement to be executed on their behalf this ____ day of _____, 1998.

Witness:

ACC National Telecom Corp.

By:

Witness:

Bell Atlantic - Pennsylvania Inc.

By:

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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	\$

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ATTACHMENT B

I.

Message Telecommunications Service - Terminating to Carrier

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

II.

800/888 - Terminating to or originating from Carrier Customers

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

III.

Local Exchange - Terminating to Carrier

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

SCHEDULE 26.2

PERFORMANCE MONITORING REPORTS, STANDARDS AND REMEDIES

1. Performance Monitoring Reports

1.1. Subject to the provisions of this Schedule 26.2, BA shall provide to ANTC performance monitoring reports (“Performance Monitoring Reports”) for services and facilities provided by BA. Subject to the provisions of Appendix 1, 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 BA’s retail customers, in the aggregate, the measurements stated in Appendix 1, Section 6, “Retail”; (b) for services and facilities provided to any BA local exchange affiliate purchasing Interconnection,¹ if BA 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 ANTC, the measurements stated in Appendix 1, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, and Section 4, “Network Interconnection Trunks”.²

¹ As used in this Schedule 26.2, Section 1.1, “Interconnection” includes interconnection, transport and termination, services for resale, and/or access to unbundled network elements, under Section 25 1 of the Act, as amended.

² 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 (d) do not include Section 2, “Unbundled Network Elements”, Measurement 7, “% Flow Through Orders”, and Section 3, “Resale”, Measurement 7, “% Flow Through Orders”.

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 ANTC.

2.2 If for any calendar quarter BA fails to meet the standard for a Performance Metric for service provided to ANTC, 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. ANTC 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 26.2, "Delaying Event" means: (a) a failure by ANTC to perform any of its obligations set forth in this Agreement; (b) any delay, act or failure to act by ANTC or a customer, end-user, agent, affiliate, representative, vendor, or contractor of ANTC; (c) any Force Majeure Event as defined in Section 28.3; (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 ANTC a reasonably detailed description of the adjustment. If ANTC disputes the appropriateness of the adjustment, either Party may seek resolution of the dispute in accordance with Section 28.11 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 ANTC 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 ANTC a reasonably detailed explanation of the basis for the exclusion. If ANTC disputes the appropriateness of the exclusion, either Party may seek resolution of the dispute in accordance with Section 28.11 of the Agreement.

2.3.3 BA may exclude from consideration in calculating Performance Metrics any activities where ANTC 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.

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 For each Performance Metric related to UNE or Resale Services that requires calculation of a percentage, a minimum of 200 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/200 \times 100 = b\%$). Lack of the minimum 200 items will result in BA being deemed to have met the standard for that Performance Metric. For each Performance Metric related to Interconnection Trunks that requires calculation of a percentage, a minimum of 50 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/50 \times 100 = b\%$). Lack of the minimum 50 items will result in BA being deemed to have met the standard for that Performance Metric.

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 performance measurements, which are listed in the left-hand column of each Performance Category matrix ("Performance Measurements"). Each Performance Category point-score, when calculated, will be the sum of the point-scores of the Performance Measurements composing that Performance Category, and may be "O", 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 ANTC. No later than sixty (60) days after the completion of each

calendar quarter, BA shall forward to ANTC a statement showing BA's performance for each Performance Measurement for service provided to ANTC 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 ANTC, 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. ANTC 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 26.2 and other applicable provisions of this Agreement, if the point-score for a Performance Category for service provided to ANTC is a negative number (-1 or less) for two (2) consecutive calendar quarters, BA shall give a billing credit to ANTC 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 ANTC. Each Performance Credit which is due shall be applied to an appropriate ANTC bill no later than thirty (30) days after the Performance Statement stating that the Performance Credit is due is delivered to ANTC.

3.4.2 If the point-score for a Performance Category for service provided to ANTC is a positive number (+1 or more), BA may use the positive point-score for that Performance Category to off-set a negative point-score 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 ANTC a reasonably detailed description of the adjustment. If ANTC disputes the appropriateness of the adjustment, either Party may seek resolution of the dispute in accordance with Section 28.11 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 that shows a failure to meet a performance standard 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 ANTC 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 ANTC a reasonably detailed explanation of the basis for the exclusion. If ANTC disputes the appropriateness of the exclusion, either Party may seek resolution of the dispute in accordance with Section 28.11 of the Agreement.

3.4.3.3 BA may exclude from consideration in calculating Performance Measurements any activities where ANTC 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 For each Performance Measurement related to OSS, UNE, Resale Services or Billing, that requires calculation of a percentage, a minimum of 200 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/200 \times 100 = b\%$). Lack of the minimum 200 items will result in BA receiving a "0 Points" score for that Performance Measurement. For each Performance Measurement related to Interconnection Trunks that requires calculation of a percentage, a minimum of 50 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/50 \times 100 = b\%$). Lack of the minimum 50 items will result in BA receiving a "0 Points" score for that Performance Measurement.

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 26.2 shall also apply to ANTC with regard to OSS, UNE, Resale Services, Interconnection Trunks, and other services and arrangements, purchased by BA from ANTC. ANTC shall for OSS, UNE, Resale Services, Interconnection Trunks, and other services and arrangements, purchased by BA from ANTC, provide to BA Performance Monitoring Reports and Performance Statements similar to those to be provided by BA to ANTC. If ANTC fails to meet a standard for a Performance Metric or a Performance Measurement or incurs a negative point-score on a Performance Category, ANTC 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 26.2, and (b) give Performance Credits to BA, to the same extent as BA would be required to give Performance Credits to ANTC under this Schedule 26.2.

5. Appendix 1 sets out definitions for terms that are used in this Schedule 26.2. Except as clearly stated otherwise in a particular instance, these definitions apply throughout this Schedule 26.2.

6. ANTC 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 ANTC solely for internal performance assessment purposes, for purposes of joint ANTC 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. ANTC shall not otherwise disclose the information contained in the Performance Reports or Performance Statements to third-persons.

7. BA shall provide ANTC with access to the available data and information necessary for ANTC to verify the accuracy of the Performance Monitoring Reports provided by BA to ANTC. ANTC agrees that such data and information is confidential and proprietary to BA and shall be used by ANTC solely for the purpose of verifying the accuracy of the Performance Monitoring Reports. ANTC shall not disclose such data and information to third-persons. BA shall be obligated to retain data and information for access by ANTC under this Section 7 only for the period of time required by Applicable Laws.

8. In providing Performance Reports to ANTC, providing Performance Statements to ANTC, providing ANTC with access to data and information pursuant to Section 7, above, and otherwise performing its obligations under this Schedule 26.2, BA shall not be obligated, and may decline, to disclose to ANTC any individually identifiable information pertaining to a person other than ANTC, including, but not limited to, any other carrier customer of BA or any retail customer of BA. However, nothing contained in this Section 8 shall be deemed to limit any right ANTC may have: (a) under Section 5.8, "Call Detail", of the Agreement; or, (b) under Applicable Laws to obtain Customer Proprietary Network Information (as defined in Section 222 of the Act, 47 U.S.C. 8 222) from BA with the consent of the end-user customer to whom such Customer Proprietary Network Information pertains.

9. The Parties acknowledge that this Schedule 26.2 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 26.2 shall be interpreted and construed in a manner consistent with the FCC's Memorandum Opinion and Order.

SCHEDULE 26.2

APPENDIX 1

PERFORMANCE MONITORING REPORTS

1. OSS

Key Service Quality Measurements	Notes
OSS:	
<i>Pre-Order Process;</i>	
1. Pre-Order Response Time:	<i>Not Carrier Specific</i>
• a. Customer Service Records	
• b. Other Pre-Order (Aggregate of the following):	
• Due Date Availability	
• Product & Service Availability Information	
• Address Validation	
• Telephone number availability and reservation	
2. Availability of BA interface to OSS access:	<i>Not Carrier Specific</i>
• % Interface Uptime ³	

³ This Schedule contemplates that measurements will be conducted in connection with the use and/or operations of various BA systems (including, but not limited to, ECG, EDI, GUI, and BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing). The Parties, through good faith negotiation, shall amend this Schedule **from time-to-time** as necessary to conform the Schedule to changes in, discontinuance of, or replacement of, BA systems. Nothing in this Schedule shall be deemed to prevent BA from changing, discontinuing or replacing any BA system or any version, issue or edition of a BA system.

2. UNBUNDLED NETWORK ELEMENTS (“UNE”):

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

2. UNBUNDLED NETWORK ELEMENTS:

Key Service Quality Measurements	Notes
7. % Flow Through Orders	<i>Tracked Not Carrier Specific</i>
<i>Provisioning Process</i>	
8. Average Interval - Offered	
<u>POTS:</u> <ul style="list-style-type: none"> • Avg. Interval Offered -Dispatch • Avg. Interval Offered - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> • Avg. Interval Offered 	
9. Average Interval - Completed	
<u>POTS:</u> <ul style="list-style-type: none"> • Avg. Interval Completed - Dispatch • Avg. Interval Completed - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> • Avg. Interval Completed 	
10. % Completed w/in 5 business days - Total	
<u>POTS :</u> <ul style="list-style-type: none"> • % Completed w/in 5 Days (1 to 5 Lines) 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> • % Missed Installation Appt. - Dispatch • % Missed Installation Appt. - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Missed Installation Appt. 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> • % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Missed Installation Appointment - Facilities 	
13. % Installation Troubles w/in 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> • % Installation Troubles within 30 days 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Installation Troubles within 30 days 	

2. UNBUNDLED NETWORK ELEMENTS:

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

3. RESALE:

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

3. RESALE:

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

3. RESALE:

Key Service Quality Measurements	Notes
10. % Completed w/in 5 business days - Total	
<u>POTS:</u> <ul style="list-style-type: none"> • % Completed w/in 5 Days (1 to 5 Lines) 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> • % Missed Installation Appt. (BA) - Dispatch • % Missed Appt. (BA) - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Missed Appt. (BA) 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> • % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Missed Installation Appointment - Facilities 	
13. % Installation Troubles w/in 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> • % Installation Trouble within 30 days 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Installation Trouble within 30 days 	
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
<u>POTS:</u> <ul style="list-style-type: none"> • Network Trouble Report Rate (Loop + CO) 	
<u>Specials:</u> <ul style="list-style-type: none"> • Network Trouble Report Rate (Loop + CO) 	
15. % Missed Repair Appointments	
<u>POTS:</u> <ul style="list-style-type: none"> • % Missed Repair Appt. - Loop • % Missed Repair Appt. - Central Office 	
16. Mean Time to Repair	
<u>POTS:</u> <ul style="list-style-type: none"> • Mean Time to Repair (Run Clock) 	
<u>Specials:</u> <ul style="list-style-type: none"> • Mean Time to Repair (Stop Clock) 	

3. RESALE:

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

4. NETWORK INTERCONNECTION TRUNKS:

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

4. NETWORK INTERCONNECTION TRUNKS:

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

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

Billing:	
21. Timeliness of Daily Usage Feed	
<ul style="list-style-type: none"> • <u>Timeliness of Usage Information</u> <ul style="list-style-type: none"> • % Usage sent in 3 business days 	
<ul style="list-style-type: none"> • % Usage sent in 4 business days • % Usage sent in 5 business days • % Usage sent in 8 business days 	
22. Timeliness of Carrier Bill	<i>Not Carrier Specific</i>

6. RETAIL:

Key Service Quality Measurements	Notes
1. Pre-Order Response Time:	
@ a. Customer Service Records	
<ul style="list-style-type: none"> • b. Other Pre-Order (Aggregate of the following): <ul style="list-style-type: none"> • Due Date Availability • Product & Service Availability Information • Address Validation • Telephone number availability and reservation 	
Provisioning Process	
8. Average Interval - Offered	
<u>POTS:</u> <ul style="list-style-type: none"> • Avg. Interval Offered - Dispatch • Avg. Interval Offered - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> • Avg. Interval Offered 	
9. Average Interval - Completed	
<u>POTS:</u> <ul style="list-style-type: none"> • Avg. Interval Completed - Dispatch • Avg. Interval Completed - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> • Avg. Interval Completed 	

6. RETAIL:

Key Service Quality Measurements	Notes
10. % Completed w/in 5 business days - Total	
<u>POTS:</u> <ul style="list-style-type: none"> % Completed w/in 5 Days (1 to 5 Lines): 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appt. (BA) - Dispatch % Missed Appt. (BA) - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Appt. (BA) 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
13. % Installation Troubles w/in 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<u>Specials:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
<u>POTS:</u> <ul style="list-style-type: none"> Network Trouble Report Rate - Total Network Trouble Report Rate - Loop Network Trouble Report Rate - Central Office 	
<u>Specials:</u> <ul style="list-style-type: none"> Network Trouble Report Rate (Loop + CO) 	
15. % Missed Repair Appointments	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Repair Appt. - Loop % Missed Repair Appt. - Central Office 	
16. Mean Time to Repair	
<u>POTS:</u> <ul style="list-style-type: none"> Mean Time to Repair - Total (Run Clock) Mean Time to Repair - Loop (Run Clock) Mean Time to Repair - Central Office (Run Clock) 	
<u>Specials:</u> <ul style="list-style-type: none"> Mean Time to Repair (Stop Clock) 	

6. RETAIL:

Key Service Quality Measurements	Notes
17. % Out of Service > 24 Hours	
<u>POTS:</u>	
• % Out of Service > 24 Hours	
<u>Specials:</u>	
• % Out of Service > 24 Hours	
18. % Repeat Reports w/in 30 days	
<u>POTS:</u>	
• % Repeat Reports w/in 30 Days	
<u>Specials:</u>	
• % Repeat Reports w/in 30 Days	

Trunks	
Key Service Quality Measurements	Notes
<i>Provisioning Process</i>	
8. Average Interval - Offered	
• Average Interval - Offered	FGD
9. Average Interval - Completed	
• Average Interval - Completed	FGD
10. [Intentionally Omitted]	
11. % Missed Installation Appointment -BA Reasons	
• % Missed Installation Appointment (<i>BA Reasons</i>)	FGD
12. % Missed Installation Appointment - Facilities	
• % Missed Installation Appointment - Facilities	FGD
13. % Installation Troubles w/in 30 Days	
• % Installation Trouble within 30 days	FGD
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
• Network Trouble Report Rate	BA Interoffice
15. [Intentionally Omitted]	
16. Mean Time to Repair	
• Mean Time to Repair (Stop Clock)	BA Interoffice
17. % Out of Service > 24 Hours	
• % Out of Service > 24 Hours	BA Interoffice
18. % Repeat Reports w/in 30 days	
• % Repeat Reports w/in 30 Days	BA Interoffice

DEFINITIONS

The following definitions apply to the terms used in this Schedule 26.2.

Product Definitions:

Products:	Definition:
<ul style="list-style-type: none"> • POTS services 	<p><u>Retail and Resale POTS</u> includes 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.</p>
	<p><u>UNE POTS</u> includes Basic 2-Wire Analog Loop, Customer specified signaling loops, Analog Line Port, and Number Portability. 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. Also includes <u>UNE - Other</u> orders, which include Analog Line Port and Number Portability orders.</p>
<ul style="list-style-type: none"> • Special Services 	<p>Special Services ("Specials") are services or elements that require design intervention. These include such services/elements as: high capacity links (DS 1, or DS3), Primary rate ISDN, digital services, multiplexing, and Interoffice Facilities.</p>
<ul style="list-style-type: none"> • Interconnection Trunks 	<p>Includes switched local interconnection (message) trunks carrying traffic between BA and CLEC offices. Includes End Office and Tandem trunks.</p>
<ul style="list-style-type: none"> • Number of Installation Orders 	<p>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.</p>

Key Service Quality Measurement Definitions:

Pre-Ordering:	
<p>1. Response Time:</p>	<p><i>Note: All Pre-Order measures are reported on an aggregated basis and are not CLEC specific.</i> Where BA uses an OSS that serves multiple states, BA may combine measurement data from those states for this measurement.</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> BA to sample 10 transactions per hour from 8 a.m. to 5 p.m. via Sentinel system. Sentinel will replicate the transaction of a BA service representative going directly to the OSS as well as a CLEC representative coming in through ECG.</p>
<ul style="list-style-type: none"> • Customer Service Record 	<p>Customer Service Records can range from 1 to about 200 pages.</p> <p>BA may combine measurement data for PA and DE for this measurement.</p> <p>BA may combine measurement data for DC, MD, VA and WV for this measurement.</p>
<ul style="list-style-type: none"> • Other Pre-Order 	<p>Includes average response time for the aggregate performance of (1) product & service availability, (2) due date availability, (3) address validation, and (4) telephone number availability.</p> <p>BA may combine measurement data from all BA—South states (DE, DC, MD, NJ, PA, VA, WV) for this measurement.</p>

Key Service Quality Measurement Definitions:

2. OSS Interface Availability (%)	Measures the percentage of time the OSS interface is available compared to scheduled availability.
Ordering:	
3. Order Confirmation Timeliness:	
<ul style="list-style-type: none"> Avg. Response Time: Automated Orders 	Average response time from EDI or GUI ⁴ receipt of a valid order request to EDI or GUI distribution of order confirmation. Includes orders received via EDI or GUI that flow-through to legacy OSS ordering and provisioning systems.
<ul style="list-style-type: none"> Avg. Response Time: Non-Automated 	Average response time from receipt of a valid order request to distribution of order confirmation. Includes orders received via EDI or GUI that require manual input to legacy OSS ordering and provisioning systems. Does not include orders requiring negotiated intervals.
<ul style="list-style-type: none"> Trunks: % > 10 Days 	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"> Application Date/Time 	Orders received after 12 Noon Eastern Time will be considered received the next business day.

⁴ As of the effective date of this Agreement, BA's GUI may not be fully available for use in the BA-South states (DE, DC, MD, NJ, PA, VA, WV). Accordingly, references in this Schedule 26.2 to BA's GUI are to BA's GUI when and to the extent it is available for use by ANTC.

Key Service Quality Measurement Definitions:

4. Reject Notice Timeliness:	
<ul style="list-style-type: none"> Avg. Response Time - Automated 	Average response time from EDI or GUI receipt of a service request to EDI or GUI distribution of reject or query. Includes orders received via EDI or GUI that flow-through to legacy OSS ordering and provisioning systems.
<ul style="list-style-type: none"> Avg. Response Time - Non-Automated 	Average response time from EDI or GUI receipt of a service request to EDI or GUI distribution of reject or query. Includes orders received via EDI or GUI 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 GUI or via FAX. Does not include orders requiring negotiated intervals. This measurement is currently under development for Network Interconnection Trunks and will be furnished for Network Interconnection Trunks when available.
7. % Flow Through Orders	The number of orders processed via EDI or GUI directly to legacy provisioning OSS without manual intervention as a percent of total orders. Flow-Through measurements are reported on an aggregated basis and not on a CLEC specific basis. Where BA uses an Ordering System and Ordering Interface that serves multiple states, BA may combine measurement data from those states for this measurement.
Provisioning:	
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 1 to 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 completed 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"> • % Missed Installation Appointment - Dispatch 	Same as above, for orders that require the assignment of loop facilities, switching office equipment, or both.
<ul style="list-style-type: none"> • % Missed Appointment - No Dispatch 	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	Percentage of lines/circuits/trunks installed for which a Network Trouble (as defined below) is reported and found within 30 days of installation (or service order activity). This measurement is currently under development and will be furnished when available.

Key Service Quality Measurement Definitions:

Maintenance:	
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 subsequent 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"> • Trouble Report Rate - Loop 	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"> • Trouble Report Rate - Central Office 	Same as above, Disposition Code 5 (Central Office) only. Troubles found to be within the Central Office, including translation troubles.
15. % Missed Repair Appointments	The percentage of Initial Network Trouble Reports (Disposition Codes 3, 4 and 5) where the actual restoration time occurs after the committed restoration time.
<ul style="list-style-type: none"> • % Missed Repair Appt. - Loop 	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"> • % Missed Repair Appt.- Central Office 	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 (Disposition Codes 3, 4 and 5), the average duration time from trouble receipt to trouble clear. 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.
N&work Performance:	
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>Blockage: 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.O1 or B.005) will be reported. For B.O1 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> <p>BA may combine measurement data for PA and DE for this measurement.</p>

20. % Dedicated Final Trunk Blockage

Dedicated Final Trunks: A dedicated final trunk group does not overflow. Dedicated final trunk groups carry local traffic from a BA Access Tandem to a CLEC switch.

Blockage: 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.O1 or B.005) will be reported. For B.O1 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.

BA may combine measurement data for PA and DE for this measurement.

Billing:	
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 percentage of carrier bills ready for distribution to the carriers within 10 business days of the bill date. Includes mechanized and paper carrier CABS bills for both carrier access and CLECs. Does not include summary bills sent from CRIS.

SCHEDULE 26.2

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) ⁵	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 Dispatch (Resale KSQM 8)	Parity
Average Interval Offered (Specials) (Resale KSQM 8)	Parity
Average Interval Completed (POTS) - Dispatch (Resale KSQM 9)	Parity
Average Interval Completed (POTS) - No Dispatch	Parity

⁵“(UNE KSQM 13)” identifies the Key Service Quality Measurement listed in Appendix 1 which is the basis for measurement of this Performance Metric.

(Resale KSQM 9)	
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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)	090% in 10 Days
Rejects Timeliness (IT KSQM 4.b)	090% 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 (CLEC Trunks) (IT KSQM 20)	(B.0 1 Design Standard or B.005 Design Standard, as applicable)
Common Final Trunk Group Blockage (Retail Trunks) (IT KSQM 19)	(B.0 1 Design Standard or B.005 Design Standard, as applicable)

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 26.2

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 (OS'S KSQM 1.a) ⁶	>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)	X.5 seconds difference	7.0 to 8.5 seconds difference	<7.0 seconds difference
Access Platform Availability ¹ (OSS KSQM 2)	<99 % Availability	≥99% Availability	

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

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

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

-3 points = 2 % of OSS Charges for the Measured Calendar Quarter

⁶ "(OSS KSQM 1)" identifies the Key Service Quality Measurement listed in Appendix 1 which is the basis for measurement of this Performance Measurement.

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 26.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Response Time:

1. Performance Measurements and Performance Credits apply only to use of the ECG gateway or such successor OSS gateway as shall be implemented and designated for measurement under this Performance Category by BA.
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 BA) has been fully tested by the Parties and accepted by ANTC, and is used by ANTC for all transactions.
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. ANTC shall provide to BA forecasts of volumes at least six (6) 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 ANTC 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 ANTC 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 ANTC 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 ANTC submitted work load for any one hour in a day is more than twice (2x) the daily average hour ANTC submitted work load,⁷ 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:

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 BA) has been fully tested by the Parties and accepted by ANTC, and is used by ANTC for all transactions.

⁷ In calculating “the daily average hour ANTC submitted work load”, the “daily” period used for the calculation shall be deemed to be twelve (12) hours in length.

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'	89.5 - 90.5% ≤ 24 Hours'	> 90.5% ≤ 24 Hours'
POTS - OC Timeliness: ≥10 Lines (UNE KSQM 3 .b)	<89.5 % ≤ 96 Hours'	89.5 - 90.5% I96 Hours'	> 90.5% ≤ 96 Hours'
POTS - Reject Timeliness: <10 Lines (UNE KSQM 4.b)	<89.5% ≤ 24 Hours'	89.5 - 90.5% ≤ 24 Hours'	> 90.5% ≤ 24 Hours'
POTS - Reject Timeliness: ≥10 Lines (UNE KSQM 4.b)	<89.5% ≤ 96 Hours'	89.5 - 90.5% ≤ 96 Hours'	> 90.5% ≤ 96 Hours'
Missed Installation Appointments: POTS - Dispatch (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity'
Missed Installation Appointments: POTS - No Dispatch (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: Specials (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity'

OC = Order confirmation

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

² “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.

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 ANTC for the measured calendar quarter times the Missed Installation Factor'

-4 to -5 points = 10 % of UNE POTS and Specials Non-Recurring Charges for ANTC for the measured calendar quarter times the Missed Installation Factor'

-6 to -7 points = 15 % of UNE POTS and Specials Non-Recurring Charges for ANTC for the measured calendar quarter times the Missed Installation Factor'

¹ Missed Installation Factor = (Missed Installation Appointments for UNE POTS and Specials provided by BA to ANTC for the measured calendar quarter as a percentage of Installation Appointments for UNE POTS and Specials provided by BA to ANTC 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).

If more than 10% of ANTC's orders are rejected or queried by BA,⁸ BA shall not be obligated to calculate this Performance Category, to pay a Performance Credit in connection with this Performance Category, or to take investigative or corrective action under Section 3.3 with regard to any Performance Measurement in this Performance Category.

⁸ Orders that are rejected or queried by BA because of a failure in the operation of a BA ordering system will not be included in calculations to determine the percentage of ANTC's orders that are rejected or queried by BA.

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'	Parity'	Moderate to High probability better than Parity'
SPECIALS: % Out of Service > 24 Hours (UNE KSQM 17)	Moderate to High probability less than Parity'	Parity'	Moderate to High probability better than Parity'
POTS: % Repeat Reports w/in 30 Days (UNE KSQM 18)	Moderate to High probability less than Parity'	Parity'	Moderate to High probability better than Parity'

¹“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.

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

-1 point = 2 % of UNE POTS and Specials Recurring Charges for ANTC for the measured calendar quarter times the Lines Out of Service Factor'

-2 points = 4 % of UNE POTS and Specials Recurring Charges for ANTC for the measured calendar quarter times the Lines Out of Service Factor'

-3 points = 6 % of UNE POTS and Specials Recurring Charges for ANTC for the measured calendar quarter times the Lines Out of Service Factor'

¹Lines Out of Service Factor = (Percentage of ANTC 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 (ANTC UNE POTS and Specials lines with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total ANTC 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 ANTC. 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,' or if trouble is found to be on the ANTC 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 probability less than Parity'	Parity'	Moderate to High probability better than Parity'
% Found OK or Trouble Found on Customer Premises	Moderate to High probability less than Parity'	Parity'	Moderate to High probability better than Parity'

¹ "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

⁹ 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.

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 26.2 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. Performance Measurements and Performance Credits will apply only if: (a) ED1 Issue 8 implementing LSOG Issue 2 ordering interface specifications (or such later ordering interface specifications, supported by BA, as BA shall have made available for ANTC's use) is in place and is being used by ANTC for all UNE ordering which can be performed via EDI; or, (b) BA's GUI is in place and being used by ANTC for all UNE ordering which can be performed via BA's GUI. ANTC must implement later specifications of ED1 and later versions of GUI within 90 days (or such other shorter period as may be required by this Agreement) after BA has made them available for ANTC's use.

3. ANTC shall provide to BA forecasts of UNE volumes at least six (6) 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 ANTC 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 ANTC 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 ANTC submitted work load for any one hour in a day is more than twice (2x) the daily average hour ANTC submitted work load," 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.

¹⁰ In calculating "the daily average hour ANTC submitted work load", the "daily" period used for the calculation shall be deemed to be twelve (12) hours in length.

Provisioning (Missed Installation Appointments):

1. ANTC Missed Installation Appointments do not include appointments missed or rescheduled due to the delay, act or omission of ANTC, ANTC's contractors or vendors," or ANTC's customers (including, but not limited to, inability to access customer interfaces and terminals).

2. If the Expedited Due Dates¹² 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 2 for that month, or the Performance Measurements in Performance Category 2 for that month, and may exclude Performance Category 2 for that month, and the Performance Measurements in Performance Category 2 for that month, from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.

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

a. Loop Orders:

(i) AN1 to ANTC telephone number, verification successful from DEMARC by BA field technician.

(ii) All order information submitted by ANTC was valid, accurate and complete (e.g., street address, end user local contact (LCON), floor/unit number, appropriate ANTC transmission equipment assignment information).

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

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

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

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

(vii) ANTC and ANTC's customer were available for testing and cooperative coordination as requested by BA.

4. ANTC shall provide to BA forecasts of UNE volumes at least six (6) 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 ANTC 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

¹¹ For the purposes of Paragraph 1, above, the phrase "ANTC's contractors or vendors" does not include BA.

¹² 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.

under Section 3.3. If ANTC 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 ANTC's orders in a month fall out of BA's provisioning systems (i.e., require manual investigation and/or correction), or require correction of ANTC 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. ANTC shall establish a toll free 800 number for BA repair technicians to call for trouble related questions and trouble closeout.

5. The ANTC 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'	89.5 - 90.5% ≤ 24 Hours'	> 90.5% ≤ 24 Hours'
POTS - OC Timeliness: ≥10 Lines (Resale KSQM 3.b)	<89.5% ≤ 96 Hours'	89.5 - 90.5% ≤ 96 Hours'	> 90.5% ≤ 96 Hours'
POTS - Reject Timeliness: <10 Lines (Resale KSQM 4.b)	<89.5% ≤ 24 Hours'	89.5 - 90.5% ≤ 24 Hours'	> 90.5% ≤ 24 Hours'
POTS - Reject Timeliness: ≥10 Lines (Resale KSQM 4.b)	<89.5% ≤ 96 Hours'	89.5 - 90.5% ≤ 96 Hours'	> 90.5% ≤ 96 Hours'
Missed Installation Appointments: POTS - Dispatch (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity'
Missed Installation Appointments: POTS - No Dispatch (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: Specials (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity'	Moderate to High probability better than Parity*

OC = Order Confirmation

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

² “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.

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 ANTC for the measured calendar quarter multiplied by the Missed Installation Factor'

-4 to -5 points = 10 % of Resale Services Non-Recurring Charges for ANTC for the measured calendar quarter multiplied by the Missed Installation Factor'

-6 to -7 points = 15 % of Resale Services Non-Recurring Charges for ANTC for the measured calendar quarter multiplied by the Missed Installation Factor'

¹ Missed Installation Factor = (Missed Installation Appointments for Resale Services provided by BA to ANTC for the measured calendar quarter as a percentage of Installation Appointments for Resale Services provided by BA to ANTC 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).

If more than 10% of ANTC's orders are rejected or queried by BA,¹³ BA shall not be obligated to calculate this Performance Category, to pay a Performance Credit in connection with this Performance Category, or to take investigative or corrective action under Section 3.3 with regard to any Performance Measurement in this Performance Category.

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'	Parity ¹	Moderate to High probability better than Parity'
SPECIALS: % Out of Service > 24 Hours (Resale KSQM 17)	Moderate to High probability less than Parity'	Parity ¹	Moderate to High probability better than Parity'
POTS - % Repeat Reports w/in 30 Days (Resale KSQM 18)	Moderate to High probability less than Parity'	Parity ¹	Moderate to High probability better than Parity'

¹ "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.

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

¹³ Orders that are rejected or queried by BA because of a failure in the operation of a BA ordering system will not be included in calculations to determine the percentage of ANTC's orders that are rejected or queried by BA.

-1 point = 2 % of Resale Services Recurring Charges for ANTC for the measured calendar quarter multiplied by the Lines Out of Service Factor.’

-2 points = 4 % of Resale Services Recurring Charges for ANTC for the measured calendar quarter multiplied by the Lines Out of Service Factor.’

-3 points = 6 % of Resale Services Recurring Charges for ANTC for the measured calendar quarter multiplied by the Lines Out of Service Factor.’

¹ Lines Out of Service Factor = (Percentage of ANTC 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 (ANTC Resale Services POTS and Specials lines with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total ANTC 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 ANTC. 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,¹⁴ or if trouble is found to be on the ANTC 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’	Parity ¹	Moderate to High probability better than Parity’
% Found OK or Trouble Found on Customer Premises	Moderate to High probability less than Parity’	Parity’	Moderate to High probability better than Parity’

¹ “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

¹⁴ 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 26.2 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: (a) ED1 Issue 8 implementing LSOG Issue 2 ordering interface specifications (or such later ordering interface specifications, supported by BA, as BA shall have made available for ANTC's use) is in place and is being used by ANTC for all Resale Services ordering which can be performed via EDI; or, (b) BA's GUI is in place and being used by ANTC for all Resale Services ordering which can be performed via BA's GUI. ANTC must implement later specifications of ED1 and later versions of GUI within 90 days (or such other shorter period as may be required by this Agreement) after BA has made them available for ANTC's use.

2. ANTC 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 ANTC 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 ANTC 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 ANTC submitted work load for any one hour in a day is more than twice (2x) the daily average hour ANTC submitted work load,¹⁵ 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):

¹⁵ In calculating "the daily average hour ANTC submitted work load", the "daily" period used for the calculation shall be deemed to be twelve (12) hours in length.

1. ANTC Missed Installation Appointments do not include appointments missed or rescheduled due to the delay, act or omission of ANTC, ANTC's contractors or vendors," or ANTC's customers (including, but not limited to, inability to access interfaces and terminals).

2. If the Expedited Due Dates¹⁷ 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. ANTC Missed Installation Appointments will be included in the computation only if:

- (a) All order information submitted by ANTC was valid (e.g., street address, end user local contact (LCON), Floor/unit number).
- (b) ANTC and ANTC'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 ANTC.
- (d) Orders were completed as submitted without cancellation after Order Confirmation.
- (e) ANTC and ANTC's customer were available for testing and cooperative coordination as requested by BA.

4. ANTC 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 ANTC 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 ANTC 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 ANTC's orders in a month fall out of BA's provisioning systems (i.e., require manual investigation and/or correction), or require correction of ANTC 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.

¹⁶ For the purposes of Paragraph 1, above, the phrase "ANTC's contractors or vendors" does not include BA.

¹⁷ 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. ANTC shall establish a toll free 800 number for BA repair technicians to call for trouble related questions and trouble closeout.

4. The ANTC 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' (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.

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

Calculation of Performance Credit:

Total Score:

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

³Missed Installation Factor = (Missed ANTC Trunk Installation Appointments for the measured calendar quarter as a percentage of ANTC 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 ANTC, ANTC will provide trunks to BA. If the percentage of Missed Appointments for trunks ordered by BA from ANTC exceeds the percentage of missed appointments for trunks ordered by ANTC from BA performance, the Performance Credit will be reduced as stated below. (The percentage missed appointment calculation comparison requires a minimum sample size of 50 trunks on both sides to be valid.) ANTC shall maintain due date intervals for trunks to be provided by ANTC to BA that are no longer than BA’s due date intervals for comparable trunks.

Trunks Ordered by BA from ANTC

Measurement	100% reduction in Credit	50% Reduction in Credit
Provisioning of Trunks for BA by ANTC - 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 Interoffice Trunks.	+/- 1.65 Standard Deviations from mean BA Performance for BA Interoffice Trunks.	> 1.65 Standard Deviations better than mean BA Performance for BA Interoffice Trunks.

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 DS 1 Trunk per Day out of service	Lines Out of Service Factor

¹ Lines Out of Service Factor = (Percentage of ANTC 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 (ANTC Interconnection Trunks with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total ANTC 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 26.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Provisioning:

1. Performance Measurement calculations for provisioning will be performed only if for the measured calendar quarter a minimum of 50 trunks was installed by BA for ANTC and a minimum of 100 IXC Feature Group D trunks was installed by BA for IXCs.
2. Orders must be received electronically, using a BA supported version of BA's electronic Access Service Request System.
3. Performance Measurement calculations for provisioning will exclude trunks provided pursuant to negotiated installation intervals.
4. Performance Measurement calculations for provisioning will be based on comparisons by trunk type (e.g., DSO with DSO, DS1 with DS 1).
5. ANTC 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 ANTC 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 ANTC 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. ANTC Missed Installation Appointments do not include:
 - a. Installation Appointments missed or rescheduled due to the delay, act or omission of ANTC, ANTC's contractors or vendors," or ANTC's customers.
 - b. Missed Installation Appointments for ANTC installations being made to rehome trunks or for network grooming.

¹⁸ For the purposes of Paragraph 6, above, the phrase "ANTC's contractors or vendors" does not include BA.

7. ANTC Missed Installation Appointments will be included in the computation only if they result in a blockage of traffic that is in excess of standard design blocking thresholds and that is identified and reported to BA by ANTC.

8. ANTC Missed Installation Appointments will be included in the computation only if:

- a. All order information submitted by ANTC was valid.
- b. ANTC was prepared to accept the installation of service at the scheduled time.
- c. Orders were completed as submitted without cancellation after order confirmation.
- d. ANTC and ANTC's customer were available for testing and cooperative coordination as requested by BA.

9. ANTC Missed Installation Appointments include only missed installation appointments for interconnection trunks used one-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 ANTC and BA trunks and validation of applicable field procedures.

2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 04 (Outside Plant) and 05 (Inside Central Office).

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

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

5. Applies only to trunks where blockage exceeding standard design blocking thresholds has been identified and reported by ANTC.

6. Applies only to interconnection trunks used one-way.

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

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 ANTC 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 26.2 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 ANTC’s request to collect daily usage feed information.

SCHEDULE 26.2

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 ANTC 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 customer's 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 ANTC customers' instances of service categorized as a failure

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

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

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

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

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_{ij} 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_{ij} are not technically a subset (i.e., sample) of N_{0j} . But for the purposes of the model we assume that if ANTC 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_{ij} as a sample of N_{0j} .

If such an assumption is correct then the value P_{ij} 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_{ij} 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_{ij} 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_{ij} that could occur when drawing a sample of size N_{ij} from such a universe. If N_{ij} is adequately large, (viz., if N_{ij} is greater than 30) these values will follow a normal distribution and have:

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

If the CLEC population is in fact identical (or very nearly so) to the BA population, then most values of P_{ij} would lie close to P_{0j} , and if the populations were not identical then most values of P_{ij} 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_{ij} 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. $P_{0j} - P_{ij}$.

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 ANTC 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><-0.83
("Misses Standard")</p> | <ul style="list-style-type: none"> • Probability is moderate to high that ANTC customers are more poorly served than BA customers. |
| <p>-0.83 to 0.83
("Parity")

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

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 ANTC 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 ANTC customers are more poorly served than BA customers, or the probability is high that ANTC customers are served the same as BA customers, or the probability is weak that ANTC 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 ANTC 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 ANTC 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 ANTC customers

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

x'_{ij} = ANTC's ith 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 =

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

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

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

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 ANTC customers
- μ_x = the average duration for all BA customers
- σ_x = the standard deviation of duration scores for all BA customers
- \bar{X}'_j = the average duration for all ANTC 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 ANTC customers are being serviced on average with less delay (i.e., better) than BA customers, values of the index greater than 0.0 indicate ANTC 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 ANTC 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 $n_j -$
- b. Locate the value of $n_j -$ 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 $n_j -$, 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").

Schedule 28.16.2

Vendors' Claims Against Bell Atlantic

None.

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC – PENNSYLVANIA, INC.

and

PAETEC COMMUNICATIONS, INC.

This Amendment No. 1 is made and effective this 28th day of October, 1999, by and between Bell Atlantic – Pennsylvania, Inc. (“BA”), a Pennsylvania corporation with offices 1717 Arch St., Philadelphia, PA 19103, and PaeTec Communications, Inc. (“PaeTec”), a Delaware corporation with offices at 290 Woodcliff Drive, Fairport, New York 14450. BA and PaeTec may be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, BA and PaeTec are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”), effective November 20, 1998 (the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, PaeTec has elected under Section 252(i) of the Act to adopt the terms of the June 8, 1998 agreement between BA and ACC National Telecom Corp. (the “Underlying Terms”); and

WHEREAS, the Parties now desire to amend the Agreement and the Underlying Terms to set forth the terms and conditions that govern the Parties’ payment of Intercarrier Compensation (as such term is hereinafter defined), including compensation for Internet Traffic (as such term is hereinafter defined);

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

- 1. Delete existing Section 1.51 of the Underlying Terms and insert an amended new Section 1.51 to the Underlying Terms as follows:***

1.51 “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. Local Traffic does not include any Internet Traffic (as such term is hereinafter defined).

2. ***Add a new Section 1.91 to the Underlying Terms as follows:***

1.91 “Internet Traffic” means any traffic that is transmitted to or returned from the Internet at any point during the duration of a transmission.

3. ***Add a new Section 1.92 to the Underlying Terms as follows:***

1.92 “Compensable Internet Traffic” means dial-up switched Internet Traffic that is originated by an end-user subscriber of one Party, is transmitted by that Party to the switched network of the other Party, and then is handed off by that Party to an Internet Service Provider which has been assigned a telephone number or telephone numbers within an NXX or NXXs which are local to the originating end-user subscriber. Internet Traffic over which telephony is conducted is not Compensable Internet Traffic.

4. ***Delete Section 1.68 of the Underlying Terms.***

5. ***Add a new Section 1.93 to the Underlying Terms as follows:***

1.93 “Intercarrier Compensation” refers to the remuneration received by one Party (the “Receiving Party”) to recover its costs for receiving and terminating Local Traffic or receiving and handing off Compensable Internet Traffic that originates on the network of the other Party (the “Originating Party”).

6. ***Delete existing Section 4.0 of the Underlying Terms and insert a new Section 4.0 as follows:***

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

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, Compensable Internet 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 pursuant to this Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding “Interconnection Activation Date” shown for each such LATA within Vermont on Schedule 4.0. Schedule 4.0 shall be revised and supplemented from time to time in accordance with the criteria set forth in Section 4.1.4 by attaching one or more supplementary addenda to such Schedule.

7. ***Delete existing Section 4.1.4 and insert a new Section 4.1.4 to the Underlying Terms as follows:***

4.1.4 Geographic Relevance

4.1.4.1 Interconnection Points. The Parties shall establish physical Interconnection Points (“IPs”) at the locations designated on Schedule 4.0, which shall be revised from time to

time in accordance with the requirements of this Section. Each Party, as an Originating Party, may request that the other Party, as a Receiving party, establish IPs on the Receiving Party's network that are geographically-relevant to the NXXs (and associated rate centers) that are assigned by the Receiving Party. In the case of BA as a Receiving Party, to the extent PaeTec requests BA to establish a geographically-relevant IP in addition to the BA-IPs at the BA Tandems, the geographically-relevant IP shall be the BA end office serving the Customer for whom the traffic is intended. In the case of PaeTec as a Receiving Party, BA may request, and PaeTec will then establish, geographically-relevant IPs by establishing a PaeTec-IP at a Collocation site at each BA Tandem in a LATA (or, in the case of a single Tandem LATA, at each BA End Office Host), for those NXXs serving equivalent BA rate centers which subtend the BA Tandem (or BA End Office Host). In any LATA in which BA agrees that PaeTec may meet its obligation to establish geographically relevant IPs through a Collocation site at fewer than all of the BA Tandems (or BA End Office Host) in a LATA, including the LATAs identified in Schedule 4.0, then BA shall determine and advise PaeTec as to which PaeTec IP established at a Collocation site (or other available PaeTec IP) BA will deliver traffic from each relevant originating rate center or other originating location.

If PaeTec fails to establish a geographically-relevant IP as provided herein within a commercially reasonable time, then PaeTec shall bill and BA shall pay only the applicable Inter-carrier Compensation Rate for the relevant NXX, as set forth in Section 5.7 below, less BA's monthly recurring rate for unbundled dedicated interoffice transport from BA's originating End Office to PaeTec's IP.

Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such PaeTec-IP is not located at a Collocation site at a BA Tandem (or BA End Office Host), then PaeTec shall permit BA to establish physical interconnection at the PaeTec-IP, to the extent such physical interconnection is technically feasible.

At any time that PaeTec establishes a Collocation site at a BA End Office, then either Party may request that such PaeTec Collocation site be established as the PaeTec-IP for traffic originated by BA Customers served by that End Office. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network interconnection in a LATA, then upon BA's request for a geographically-relevant PaeTec-IP, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the geographically-relevant IPs. If PaeTec should fail to establish an IP at an end office Collocation site pursuant to BA's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically relevant PaeTec IPs or to an end office Collocation site PaeTec IP within sixty (60) days following BA's request, PaeTec shall bill and BA shall pay the applicable Inter-carrier Compensation Rate for the relevant NXX, as set forth in Section 5.7 below, less BA's monthly recurring rate for unbundled dedicated interoffice transport from BA's originating End Office to the PaeTec-IP.

Should PaeTec choose to obtain transport from BA for Local and Compensable Internet Traffic from a PaeTec-IP at a Collocation site to another PaeTec location, BA shall bill and PaeTec shall pay, the applicable unbundled dedicated interoffice transport and channel termination rates set forth herein.

4.1.4.2 **Trunking Architecture.** The Originating Party must establish direct trunking to a Receiving Party's end office (which may have a Tandem-routed overflow) by self-provisioning, purchasing transport rated as unbundled dedicated interoffice transport from the Receiving Party, or purchasing from a third party if the Local and Compensable Internet Traffic destined for that end office exceeds the equivalent of two DSIs for any three (3) months during any six (6) month period. For purposes of this paragraph, BA shall satisfy its end office trunking obligations by handing off traffic to a PaeTec IP. Should PaeTec fail to comply with this end office trunking requirement, then the Intercarrier Compensation rate to be paid by PaeTec shall be determined as follows: (i) for direct (non-switched) end office trunks delivered to BA at the BA Tandem wire center that is subtended by the BA end office serving the Customer location receiving the call, PaeTec shall pay the applicable Intercarrier Compensation rate then in effect pursuant to Section 5.7.3, plus \$.0007 per minute of use; and (ii) for Tandem-switched trunks delivered to BA at the BA Tandem Wire Center that is subtended by the relevant BA end office, PaeTec shall pay the Tandem Office Reciprocal Call Termination Rate as set forth in Exhibit A hereto; provided, however, that in the event PaeTec has properly forecasted and ordered the required trunking from BA and BA has been unable to provision the ordered trunking, PaeTec shall not be obligated to pay the higher Tandem Office rate until BA is able to provide the requested trunking.

8. Delete existing Section 5.7 of the Underlying Terms and insert an amended Section 5.7 as follows:

5.7 Intercarrier Compensation Arrangements – Section 251(b)(5)

The provisions of this Section 5.7 govern the payment of Intercarrier Compensation between the Parties. The Parties intend and agree that the Originating Party's payment of Intercarrier Compensation to the Receiving Party in accordance with the terms of this Agreement shall fulfill the Originating Party's obligation under Section 251(b)(5) of the Act to pay reciprocal compensation to the Receiving Party for termination of Local Traffic, and shall further fulfill any obligation the Originating Party may have to compensate the Receiving Party for receiving and handing off Internet Traffic. BA's delivery of traffic to PaeTec that originates with a third carrier is addressed in Section 7.3. Where PaeTec delivers traffic to BA that originates with a carrier other than PaeTec, except as may be set forth herein or subsequently agreed to by the Parties, PaeTec shall pay BA the same amount that such carrier would have paid BA for termination of that traffic at the location the traffic is delivered to BA by PaeTec. Compensation for the transport and termination of traffic not specifically addressed in this subsection 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.

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 Each Party shall pay Intercarrier Compensation to the other Party at equal and symmetrical rates, as provided in Section 5.7.3 below, on condition that the other Party continues to fulfill its obligations under Section 4.1.4. These rates are to be applied at the PaeTec-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by PaeTec. No additional charges, including port or transport charges, shall apply for receiving and terminating Local Traffic or receiving and handing off Compensable Internet Traffic delivered to the BA-IP or the PaeTec-IP, except as set forth in the Price Schedule. When Local Traffic or Compensable Internet Traffic is exchanged over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic.

5.7.3 The Originating Party shall compensate the Receiving Party as follows:

5.7.3.1 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including February 1, 1999 to and including December 31, 1999, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.003 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the date on which the Parties agree in writing to pay Inter-carrier Compensation (as set forth in Amendment No. 1).

5.7.3.2 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including January 1, 2000 to and including March 31, 2000, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.0025 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the date on which the Parties agree in writing to pay Inter-carrier Compensation (as set forth in Amendment No. 1).

5.7.3.3 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including April 1, 2000 to and including June 30, 2000, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.002 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the date on which the Parties agree in writing to pay Inter-carrier Compensation (as set forth in Amendment No. 1).

5.7.3.4 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including July 1, 2000 to and including September 30, 2002, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.0015 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the date on which the Parties agree in writing to pay Inter-carrier Compensation (as set forth in Amendment No. 2); provided, however, that during any month after January 1, 2001 in which the balance of traffic (including both Local Traffic and Internet Traffic) between the Originating Party and the Receiving Party exceeds a ratio of 10:1, then the rate to be paid by the Originating Party to the Receiving Party in that month for all traffic in excess of said 10:1 ratio shall be the lesser of \$.0012 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the date on which the Parties agree in writing to pay Inter-carrier Compensation (as set forth in Amendment No. 1).

5.7.4 Each Party reserves the right to assert in any appropriate forum that Internet Traffic generated in connection with the provisioning of telephony ("Internet Telephony"), such as a connection capable of real-time two-way telephonic communication between two or more locations other than the ISP location, is subject to a different compensation structure (such as, for example, exchange access) than the compensation structure specified in this Section 5.7. The Parties agree to abide by any legally effective order of the FCC, the Commission or a court of competent jurisdiction regarding the compensation structure applicable to Internet Telephony.

5.7.5 The Inter-carrier Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service, InterLATA or IntraLATA Toll Traffic, or Internet Traffic other than Compensable Internet Traffic. 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. In addition, the Inter-carrier Compensation arrangements set forth in this Agreement are not

applicable to special access, private line or any other traffic that is not switched by the Receiving Party.

5.7.6 If the FCC or the Commission issues an order that establishes a mechanism and rates for telecommunications carriers to compensate one another for the exchange of Local Traffic and Compensable Internet Traffic in the Commonwealth of Pennsylvania (such mechanism and rates, the "Regulatory Inter-carrier Compensation Scheme") and such order is effective and not subject to judicial or administrative stay, then either Party may elect, in accordance with a written notice from such Party, to adopt the Regulatory Inter-carrier Compensation Scheme, which election shall be memorialized in a writing signed by the Parties; *provided, however*, that the Regulatory Inter-carrier Compensation Scheme shall be effective prospectively only, to have effect from the date of the written notice identified in this paragraph above; *provided, further*, that such order either must provide that the Regulatory Inter-carrier Compensation Scheme applies to Compensable Internet Traffic or must expressly prescribe discrete rates that apply to traffic that is substantially out of balance, in which case the Regulatory Inter-carrier Compensation Scheme adopted by PaeTec must replicate the entire rate structure that applies to the various levels of traffic imbalance set forth in such order; *provided, further*, that if a Party's adoption of the Regulatory Inter-carrier Compensation Scheme would cause the Inter-carrier Compensation rate then in effect under Section 5.7.3 hereof to decrease or increase by less than fifteen percent (15%), then neither Party may elect to adopt the Regulatory Inter-carrier Compensation Scheme; and *provided, further*, that, after its adoption, the Regulatory Inter-carrier Compensation Scheme shall apply only to Compensable Internet Traffic. Except as set forth in this paragraph, each Party irrevocably waives, with respect to the other Party, any and all rights that may have accrued to it prior to October 31, 2002 under Section 252(i) of the Communications Act or any other applicable law or regulation to adopt the terms of any other interconnection agreement, law, regulation, order or arbitration award relating to (i) Inter-carrier Compensation, reciprocal compensation or similar compensation mechanisms; and (ii) physical interconnection architecture.

5.7.7 Compensation for receiving and handing off or terminating 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.

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

5.7.9 Each Party reserves the right to measure and audit all Traffic to ensure that proper rates are being applied appropriately. 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.

5.7.10 The Parties will engage in settlements of 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.

9. *Delete Sections 22.1 and 22.2(b) of the Underlying Terms and insert a new Section 22.1 to read as follows:*

22.1 This Agreement shall be effective as of the date first above written and shall continue in effect until October 31, 1999 (the "Initial Term"), or until such time as a successor agreement is

negotiated in good faith and executed by the Parties, whichever is later. The Parties acknowledge that PaeTec has requested, effective as of October 19, 1999, that Bell Atlantic commence negotiation of a successor agreement with PaeTec, and that the arbitration window provided for in Section 252(b) of the Act shall be determined as from that date. The Parties have agreed to promptly enter into good faith negotiations to conclude any terms of such successor agreement that have not already been settled between the Parties as of October 28, 1999. Any notice of termination or request for negotiation issued by either Party prior to October 19, 1999 is rescinded.

10. Change all references to “Reciprocal Compensation” to read “Intercarrier Compensation”.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

BELL ATLANTIC – PENNSYLVANIA, INC.

PAETEC COMMUNICATIONS, INC.

By: _____

By: _____

Title: _____

Title: _____

AMENDMENT NO. 2
to the
INTERCONNECTION AGREEMENT
between
VERIZON PENNSYLVANIA INC.
and
PAETEC COMMUNICATIONS, INC.

This Amendment No. 2 (this "Amendment") is made this 13th day of September 2000 (the "Effective Date") by and between Verizon Pennsylvania Inc., a Pennsylvania Corporation ("Verizon"), and PaeTec Communications, Inc., a Delaware Corporation ("PaeTec"). (Verizon and PaeTec may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Verizon and PaeTec are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated November 20, 1998 (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

WHEREAS, Verizon is prepared to provide network elements and combinations of network elements to PaeTec in accordance with, but only to the extent required by, all effective, final and nonappealable laws and government regulations and orders applicable to such elements and combinations (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) Loops.

(1) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall allow PaeTec to access a 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). “4-Wire 56 kbps Loop” means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to PaeTec in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the date first set forth above.

(2) DS3 Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall allow PaeTec to access a DS3 Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). “DS3 Loop” means a two-point channel which provides for simultaneous two-way transmission of serial bipolar return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (MBPS). A DS3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical NETWORK transport systems. Verizon shall provide PaeTec with access to a DS3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

(b) NID. (1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(d) of this Amendment and at PaeTec’s request, Verizon shall permit PaeTec to connect a PaeTec Loop to the inside wiring of a Customer through the use of a Verizon NID (as such term is hereinafter defined) in the manner set forth in this Section 1(b). PaeTec may access a Verizon NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining PaeTec NID deployed by PaeTec or, if an entrance module is available in the Verizon NID, by connecting a PaeTec Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer’s inside wire. An entrance module is available only if facilities are not connected to it. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer’s premises and inside wire.

(2) In no case shall PaeTec access, remove, disconnect or in any other way rearrange Verizon’s Loop facilities from Verizon’s NIDs, enclosures, or protectors.

(3) In no case shall PaeTec access, remove, disconnect or in any other way rearrange a Customer’s inside wire from Verizon’s NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

(4) In no case shall PaeTec remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

(5) In no case shall PaeTec remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

(6) Maintenance and control of premises inside wiring 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) When PaeTec is not connecting a PaeTec-provided Loop to the inside wiring of a Customer's premises through the Customer's side of the Verizon NID, PaeTec does not need to submit a request to Verizon and Verizon shall not charge PaeTec for access to the Verizon NID. In such instances, PaeTec shall comply with the provisions of Sections 1(b)(2)-(6) of this Amendment and shall access the Customer's inside wire in the manner set forth in Section 1(b)(7)(i) of this Amendment.

(i) Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), PaeTec may access the Customer's inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier (i.e., PaeTec or PaeTec's agent, the building owner, or the Customer) may remove the inside wire from the Customer's side of the Verizon NID and connect that wire to PaeTec's NID;

(B) Where an adequate length of inside wire is not present or environmental conditions do not permit, PaeTec may enter the Customer side of the Verizon NID enclosure for the purpose of removing the inside wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the inside wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(C) PaeTec may request Verizon 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.* PaeTec, its agent, the building owner or the Customer). If PaeTec accesses the Customer's inside wire as described in this Section 1(b)(7)(i)(C), time and materials charges will be billed to the requesting party (*i.e.* PaeTec, its agent, the building owner or the Customer).

(c) Combinations. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall be obligated to provide a combination of network elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to PaeTec, Verizon shall provide such Combination in

accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the “Combo Requirements”). Verizon shall make the Combo Requirements publicly available in an electronic form.

(d) Limitations. Notwithstanding anything set forth in the Interconnection Agreement:

(1) The Parties acknowledge that Verizon is not required by Applicable Law to provide to PaeTec certain network elements on an unbundled basis or Combinations that include those elements until an FCC order prescribing the network elements that must be provided by Verizon pursuant to the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended (such an order, an “FCC Remand Order”), becomes effective. 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 PaeTec on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit Verizon’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 Pennsylvania Public Utility 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) Notwithstanding anything set forth in the Interconnection Agreement, Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(3) Notwithstanding anything set forth in the Interconnection Agreement, Verizon shall not provide PaeTec, and PaeTec shall not request from Verizon, access to a proprietary advanced intelligent network service.

(e) Notwithstanding anything set forth in the Interconnection Agreement, the terms “Loop”, “Link”, “ULL”, “Unbundled Local Loop”, “Local Link Transmission” and like terms as used in the Interconnection Agreement and this Amendment mean a transmission path that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer’s serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer’s premises and such terms may be used interchangeably in this Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(f) Notwithstanding anything set forth in the Interconnection Agreement, the terms “Network Interface Device” and “NID” as used in the Interconnection Agreement and this

Amendment mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier's telecommunications network on the property where a Customer's service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

(g) Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment:

(1) Verizon shall provide access to 4-Wire 56 kbps Loops, DS3 Loops, NIDs and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (such rates and/or rate structures, the "Rates"). PaeTec acknowledges that Verizon is developing the Rates but that Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify PaeTec in writing of the Rate and thereafter shall bill PaeTec, and PaeTec shall pay to Verizon, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(g)(2) of this Amendment.

(2) The Rates for services provided under this Amendment (but not under the Interconnection Agreement unless otherwise expressly provided therein) shall be interim Rates and shall be replaced on a prospective basis by such Rates as may be approved by the Pennsylvania Public Utility Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal, *provided, however*, that a Rate provided by Verizon to PaeTec in accordance with Section 1(g)(1) of this Amendment that has been approved or allowed to go into effect by the Pennsylvania Public Utility Commission prior to the date on which Verizon provides such Rate to PaeTec shall be a permanent rate. If the Pennsylvania Public Utility Commission should alter, amend or modify and then approve or make effective an interim Rate in a final order and such order is not appealed or otherwise challenged, the Parties shall true up amounts billed and paid based on such Rate for services provided under this Amendment (but not under the Interconnection Agreement) on the Effective Date and thereafter until the date on which the Pennsylvania Public Utility Commission approves or allows to go into effect such altered, amended or modified interim Rate, *provided, however*, that, notwithstanding anything else set forth in this Amendment or anything set forth in the Interconnection Agreement, any Rate or rate and/or rate structure that is part of a Rate provided by Verizon to PaeTec in accordance with Section 1(g)(1) of this Amendment and that has been approved or allowed to go into effect by the Pennsylvania Public Utility Commission before Verizon provides such Rate or rate and/or rate structure to PaeTec shall not be subject to the true-up obligations of this Section 1(g)(2).

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.

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.

PAETEC COMMUNICATIONS, INC.

VERIZON PENNSYLVANIA INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner_____

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

PAETEC COMMUNICATIONS, INC.

This Amendment No. 3 (this "Amendment") is made this 22nd day of January 2001, (the "Effective Date") by and between Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and PaeTec Communications, Inc. ("PaeTec"), a Delaware corporation with offices at 290 Woodcliff Drive, Fairport, New York 14450 (BA and PaeTec may be referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Verizon and PaeTec are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated November 20, 1998 ("Agreement"); and

WHEREAS PaeTec has requested to make certain changes in its designated Interconnection Points; and

WHEREAS Verizon has agreed to these changes, subject to the terms and conditions set forth below;

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, PaeTec and Verizon hereby agree as follows:

1. **Designation of PaeTec-IP(s).** Schedule 4.0 to the Agreement is replaced and superseded by the attached amended Schedule 4.0. Henceforth the PaeTec Interconnection Point(s) ("PaeTec-IP(s)") shall be as designated on amended Schedule 4.0, except as provided below or as mutually agreed by the Parties in writing.
2. **Special Terms and Conditions.** Where the designated PaeTec-IP listed on Schedule 4.0 is a Verizon Access Tandem, the following terms and conditions shall apply:

- 2.1 Except as permitted by paragraph 2.5 below, PaeTec shall subscribe to DS-3 and/or DS-1 service pursuant to the rates, terms, and conditions of Verizon's access Tariff(s), connecting the new PaeTec-IP(s) to one or more interexchange carrier ("IXC") points of presence ("POP"). Verizon understands that PaeTec has negotiated with the IXC to use these leased access facilities, in connection with IXC facilities, to transport traffic to a PaeTec switch.
- 2.2 Verizon shall deliver terminating Local Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll Traffic, Meet Point Billing traffic, and other relevant traffic types to PaeTec at the designated PaeTec-IP, and route the traffic to PaeTec's leased access facilities. PaeTec shall be solely responsible for the transport and termination of such traffic on its side of the PaeTec-IP. PaeTec will be given Connecting Facility Assignment (CFA) authority on its leased facilities from the PaeTec-IP to the IXC POP for this traffic. It shall be PaeTec's responsibility to ensure at all times that sufficient transport capacity is available to carry the traffic delivered from Verizon to PaeTec at the PaeTec-IP consistent with trunk service, availability, and quality standards described in Section 10.1 and 10.2 of Appendix 1 of the Agreement.
- 2.3 Verizon shall compensate PaeTec for the transport and termination of Local and IntraLATA Toll Traffic from the designated PaeTec-IP in accordance with the existing Reciprocal Compensation provisions of the Agreement and tariffed switched access rates, as applicable. No additional transport charges or other compensation shall apply to the transport and termination of such traffic by PaeTec from the PaeTec-IP.
- 2.4 If at any time in its sole discretion Verizon finds PaeTec's performance pursuant to the above arrangement to be unsatisfactory (such as trunk blockages or outages exceeding standards described in Section 10.1 and 10.2 of Appendix 1 of the Agreement), Verizon may, upon 30 days' written notice to PaeTec, require PaeTec to establish an alternate PaeTec IP (1) at a PaeTec premises, (2) at a collocation site within the LATA, or (3) at other PaeTec IPs that PaeTec may offer to any other Telecommunications Carrier. Thereafter Verizon shall have the option of delivering its Local and IntraLATA Toll Traffic to PaeTec at the alternate PaeTec-IP.
- 2.5 In lieu of subscribing to Verizon access service at the PaeTec-IP, PaeTec may, at its option, obtain comparable facilities from another carrier or provide them itself. In such event either PaeTec or the other carrier may be required to collocate at the Verizon Access Tandem in accordance with an applicable interconnection agreement or Tariff.
- 2.6 In the event Verizon network plans call for the provision of two-way facilities, PaeTec agrees to participate in good faith negotiations to engineer the mutual network interconnection accordingly.

3. Except as specifically modified above, the Agreement shall continue in effect unchanged, in accordance with its terms.

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.

PAETEC COMMUNICATIONS, INC.

VERIZON PENNSYLVANIA INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services Policy & Planning

SCHEDULE 4.0

PENNSYLVANIA

<u>LATA</u>	<u>PaeTec-IPs</u>	<u>Verizon IPs</u>
234	Verizon Access Tandem PITBPAOK71T 530 N. Neville Street, Pitts- burgh, PA	TBD
234	Verizon Access Tandem PITBPADT71T 416 Seventh Avenue, Pittsburgh, PA	TBD

AMENDMENT NO. 4

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

PAETEC COMMUNICATIONS, INC.

This Amendment No. 4 (this "Amendment") is made this 20th day of April 2001 (the "Effective Date") by and between Verizon Pennsylvania Inc a Pennsylvania corporation ("VERIZON"), and PaeTec Communications, Inc., a Delaware corporation ("PaeTec"). (VERIZON and PaeTec may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, VERIZON and PaeTec are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated November 20, 1998 (the "Interconnection Agreement"); and

WHEREAS, VERIZON and PaeTec wish to exchange certain traffic over two-way trunks groups;

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) Two-Way Traffic Exchange Trunks. Notwithstanding anything set forth in the Interconnection Agreement, the Parties shall configure separate One-Way Traffic Exchange Trunks for the delivery of traffic from PaeTec to VERIZON, and for the delivery of traffic from VERIZON to PaeTec, respectively; provided, however, that in lieu thereof, upon receipt of PaeTec's written request, VERIZON shall provide Two-Way Traffic Exchange Trunks for the exchange of traffic between the networks of VERIZON and PaeTec pursuant, and subject, to the terms and conditions set forth below:]

(1) Prior to requesting any Two-Way Traffic Exchange Trunks from VERIZON, PaeTec shall meet with VERIZON to conduct a joint planning meeting (“Joint Planning Meeting”). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Traffic Exchange Trunks and the interface specifications at the Point of Interconnection (“POI”). At the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for requests to convert existing End Office and Tandem One-Way Traffic Exchange Trunks to End Office and Tandem Two-Way Traffic Exchange Trunks.

(2) Two-Way Traffic Exchange Trunks shall be from a VERIZON End Office or Tandem to a mutually agreed upon POI. Where the PaeTec is collocated in a Verizon Wire Center, the IP shall be at the Verizon Wire Center.

(3) On a semi-annual basis, PaeTec shall submit a good faith forecast to VERIZON of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that PaeTec anticipates that the Parties will require from VERIZON during the ensuing two (2) year period. PaeTec’s trunk forecasts shall conform to the VERIZON CLEC trunk forecasting guidelines as in effect at that time.

(4) The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Traffic Exchange Trunks.

(5) Two-Way Traffic Exchange Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

(6) With respect Two-Way Traffic Exchange Trunks, both Parties shall use an economic CCS equal to five (5).

(7) Two-Way Traffic Exchange Trunk groups that connect to a VERIZON access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Traffic Exchange Trunk groups that connect to a VERIZON local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. VERIZON and PaeTec shall engineer Two-Way Local Interconnection Trunks using national standards.

(8) PaeTec shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. PaeTec shall order Two-Way Traffic Exchange Trunks by submitting ASRs to VERIZON setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within VERIZON’s effective standard intervals or negotiated intervals, as appropriate. PaeTec shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time. VERIZON may monitor Two-Way Traffic Exchange Groups using service results for the

applicable design blocking objective. If VERIZON observes blocking in excess of the applicable design objective on any final Two-Way Traffic Exchange Trunk group and PaeTec has not notified VERIZON that it has corrected such blocking, VERIZON may submit to PaeTec a Trunk Group Service Request directing PaeTec to remedy the blocking. Upon receipt of a Trunk Group Service Request, PaeTec will complete an ASR to augment the Two-Way Traffic Exchange Group with excessive block and submit the ASR to VERIZON within five (5) business days.

(9) In the event the traffic volume between a VERIZON End Office and the PaeTec POI, which is carried by a Final Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time or 200,000 combined minutes of use for a single month, PaeTec shall promptly submit an ASR to VERIZON to establish new End Office Two-Way Traffic Exchange Trunks between that VERIZON End Office and the PaeTec POI.

(10) [INTENTIONALLY LEFT BLANK]

(11) The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of seventy (70%) percent or greater to determine whether those groups should be augmented. PaeTec will promptly augment all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), PaeTec will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Traffic Exchange Trunks should not be disconnected. In the event PaeTec fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this section, VERIZON may bill PaeTec for the excess Traffic Exchange Trunks at the applicable rates set forth in Exhibit A.

(12) The performance standard on final Two-Way Traffic Exchange Trunks shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

(13) Because VERIZON will not be in control of the timing and sizing of the Two-Way Traffic Exchange Trunks between its network and PaeTec's network, VERIZON's performance on these Two-Way Traffic Exchange Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

(14) Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Traffic Exchange Trunk group and install One-Way Traffic Exchange Trunks to the other Party's POI.

(15) Both Parties shall use either a DS-1 or DS-3 interface at the POI for

Two-Way Traffic Exchange Trunks. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1 or OC-n, at the POI, when and where available. When Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, PaeTec shall order the multiplexed DS-3 facilities to the VERIZON Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by VERIZON. The specific NECA 4 Intermediate Hub location to be used for Two-Way Traffic Exchange Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS 3 Intermediate Hub is not used in the ordering process, then PaeTec shall pay 100% of the facility charges

(16) Notwithstanding any other provision of the Interconnection Agreement or this Amendment, Two-Way Traffic Exchange Trunks shall only carry Local Traffic, IntraLATA Toll Traffic and Internet Traffic.

(17) If PaeTec materially breaches a material term of this Section 1(a), and has not remedied such breach within thirty (30) days of written notice thereof, VERIZON may cease provisioning Two-Way Traffic Exchange Trunks under this Amendment.

(18) Except as set forth in the next sentence or otherwise agreed in writing by the Parties, the total number of Tandem Two-Way Traffic Exchange Trunks between PaeTec's network and a VERIZON Tandem will be limited to a maximum of 240 trunks. The total number of Tandem Two-Way Traffic Exchange Trunks between PaeTec's's network and a VERIZON Tandem described in Attachment A of this Amendment shall be limited to a maximum of 672 trunks, unless otherwise mutually agreed to in writing by the parties. In the event that the volume of traffic between PaeTec's network and a VERIZON Tandem exceeds, or reasonably can be anticipated to exceed, the capacity of the maximum permitted number of Tandem Two-Way Traffic Exchange Trunks, PaeTec shall promptly submit an ASR to VERIZON to establish new or additional End Office Trunks to insure that the volume of traffic between PaeTec's network and the VERIZON Tandem does not exceed the capacity of the maximum permitted number of Tandem Two-Way Traffic Exchange Trunks.

(19) PaeTec will route its traffic to VERIZON over the End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with SR-TAP192, including but not limited to those industry standards requiring that a call from PaeTec to a VERIZON End Office will first be routed to the End Office Traffic Exchange Trunk group between PaeTec and the VERIZON End Office.

(20) When the Parties implement Two-Way Traffic Exchange Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, where the numerator is the total number of minutes of traffic carried from PaeTec to VERIZON on all Two-Way Traffic Exchange Trunks and the denominator is the total number of minutes of traffic carried over such Two-Way Traffic Exchange Trunks. PaeTec will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to PaeTec's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of the facility that is on PaeTec's side of the PaeTec's-IP, which charges shall be solely the financial responsibility of

the PaeTec. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the PaeTec-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on PaeTec's side of the PaeTec-IP, PaeTec shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 20, if PaeTec fails to provide geographic IPs in accordance with this Agreement, PaeTec will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until PaeTec establishes such IPs. During the first calendar quarter (and any partial quarter) after Two-Way Traffic Exchange Trunks are initially established, PPU will be fifty percent (50%). In each quarter thereafter, the Parties may recalculate the PPU using actual traffic usage for the preceding three month period. When One-Way Traffic Exchange Trunks are converted to Two-Way Traffic Exchange Trunks, PaeTec will pay fifty percent (50%) of the non-recurring charges.

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.

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.

PAETEC COMMUNICATIONS, INC.

VERIZON PENNSYLVANIA INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice President - Interconnection
Services, Policy and Planning

ATTACHMENT A

VERIZON Tandems for which the total number of Tandem Two-Way Traffic Exchange Trunks between PaeTec's network and the VERIZON Tandem shall be limited to a maximum of 672 trunks:

Verizon Tandems listed in the Telcordia Local Exchange Routing Guide that are located in the Bell Atlantic Service Area in LATA 226, 228, 230, 232, 234. As used in this Attachment A, "Bell Atlantic Service Area" shall have the meaning stated in Appendix D, "Market-Opening Conditions," of *In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License*, FCC 00-221, CC Docket No. 98-184, 15 FCC Rcd 14032 (6/16/00) (*Merger Order*).

(Note: Notwithstanding any other provision of this Agreement or this Amendment, if this Agreement or this Amendment is adopted, in whole or in part, by PaeTec or another telecommunications carrier pursuant to Paragraph 31 or Paragraph 32 of Appendix D of the *Merger Order* or other provision of applicable law or government regulation or order, for use in any portion of the GTE Service Area, the total number of Tandem Two-Way Traffic Exchange Trunks between PaeTec's network and a VERIZON Tandem located in the GTE Service Area shall be limited to a maximum of 240 trunks. As used in this Attachment A, "GTE Service Area" shall have the meaning stated in Appendix D of the *Merger Order*.)

AMENDMENT NO. 5

to the

INTERCONNECTION AGREEMENT

between

Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.

and

PaeTec Communications, Inc.

This Amendment No. 5 (the "Amendment") is made by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and PaeTec Communications, Inc., ("PaeTec") a Delaware corporation with offices at One PAETEC Plaza, 600 Willowbrook Office Park, Fairport, New York 14450, and shall be deemed effective on January 31, 2006 (the "Amendment Effective Date"). Verizon and PaeTec are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the Commonwealth of Pennsylvania (the "Commonwealth").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated November 20, 1998 (the "Adoption Letter"), PaeTec adopted in the Commonwealth of Pennsylvania, the interconnection agreement between ACC National Telecom Corp. and Verizon (the "Terms"); and

WHEREAS, the Parties wish to amend the Terms to discontinue application of wholesale discounts to directory listings provided under the Terms.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. No Directory Listing Services Discount. The Parties agree that the phrase "less wholesale discount", in the second column of Section VIII of Appendix 2, is hereby deleted and that, as of the Amendment Effective Date, notwithstanding any other provision in the Terms, no wholesale discounts shall apply to directory listing services provided under the Terms.
2. Conflict Between This Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms 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 Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms 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 This Amendment. This Amendment shall amend, modify and revise the Terms 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 shall remain in full force and effect in accordance with the provisions thereof.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

PaeTec Communications, Inc.

Verizon Pennsylvania Inc.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice President, Interconnection Services Policy and Planning

Date: _____

Date: _____