

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC., f/k/a BELL ATLANTIC - PENNSYLVANIA, INC.

and

Lightship Telecom LLC

This Amendment (the "Amendment") to the Interconnection Agreement between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. and Lightship Telecom LLC (the "Agreement") is effective June 14, 2001.

Notwithstanding any other provision of the Agreement, Local Traffic does not include any Internet traffic. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act OF 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-13 1, CC Docket Nos. 96-98 and 99-68.

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

Lightship Telecom LLC

By: 

Printed: John Vozi

Title: VP Regulatory & Carrier Services

Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.

By: 

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection Services Policy & Planning

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

Dated as of July 25, 2000

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

LIGHTSHIP TELECOM, LLC

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 25th day of July, 2000 (the "Effective Date"), by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and Lightship Telecom, LLC ("Lightship"), a Delaware limited liability company with offices at 70 West Oakland Avenue, Suite 306, Doylestown, Pennsylvania 18901 (each individually, a "Party" and, collectively, the "Parties").

WHEREAS, Lightship has requested, pursuant to Section 252(i) of the Act, that BA make available to Lightship Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between Metromedia Fiber Network Services, Inc. and BA, dated as of April 26, 1999, for Pennsylvania, approved by the Pennsylvania Public Utility Commission (the "Commission") under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the "Separate Agreement"); and

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

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

1.0 Incorporation of Separate Agreement and Appendices 2 and 3 by Reference

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement, as it is in effect on the date hereof after giving effect to operation of law, and of Appendices 2 and 3 attached hereto] are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in the Separate Agreement to Metromedia Fiber Network Services, Inc. or to MFN shall for purposes of this Agreement be deemed to refer to Lightship.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is April 26, 2001) or (b) the Separate Agreement is otherwise terminated or expires.

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

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

Kevin O’Hare
70 West Oakland Avenue Suite 306
Doylestown, PA 18901

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

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

1.7 All notices, affidavits, exemption-certificates or other communications to Lightship under Section 28.6.7 of the Separate Agreement shall be sent to the following address:

Kevin O’Hare
70 West Oakland Avenue Suite 306
Doylestown, PA 18901

1.8 All notices, affidavits, exemption-certificates or other communications to BA under Section 28.6.7 of the Separate Agreement shall be sent to the following address:

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

1.9 Notices to Lightship under Section 28.10 of the Separate Agreement shall be sent to the following address:

Kevin O’Hare
70 West Oakland Avenue Suite 306
Doylestown, PA 18901
Telephone: (215) 489-9233
Facsimile: (215) 489-9234

1.10 Notices to BA under Section 28.10 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Bell Atlantic Wholesale Markets
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with a copy to:

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

with a copy to:

Bell Atlantic-Pennsylvania, Inc.
Attn: General Counsel
37th Floor
1717 Arch Street
Philadelphia, PA 19103

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

1.12 Schedule 4.1 set forth at Appendix 3 hereto shall replace and supersede in their entirety Schedule 4.1 of the Separate Agreement.

2.0 Clarifications

2.1 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to Lightship hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to Lightship.

2.2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its

provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

2.3 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 Commission, 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 Lightship's election under Section 252(i) of the Act.

2.4 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Lightship 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.

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

LIGHTSHIP TELECOM, LLC

BELL ATLANTIC - PENNSYLVANIA, INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

PENNSYLVANIA RESIDENTIAL SERVICES

BA-IP**	Lightship-IP	Lightship Intended Implementation Date
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** BA-IP(s) shall be either the BA Tandem or the BA End Office.

PENNSYLVANIA BUSINESS SERVICES

BA-IP***	Lightship-IP	Lightship Intended Implementation Date
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*** BA-IP(s) shall be either the BA Tandem or the BA End Office.

BELL ATLANTIC - PENNSYLVANIA, INC. and Lightship

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	\$.001723/MOU	Not Applicable
Traffic Delivered at BA Tandem	\$.002814/MOU	Not Applicable

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

² See note 9 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

\$9.75/Month &
\$.03/Mile/Month

Voice Grade/DS-0, DS-1,
DS-3 & DDS:

DS-1

\$35.22/Month &
\$.60/Mile/Month

\$1.06/Service Order,
\$357.97/Initial Facility &
\$24.29/Additional Facility
(if purchased when initial
facility ordered)

DS-3

\$489.55/Month &
\$16.94/Mile/Month

DDS

\$10.10/Month &
\$.03/Mile /Month

B. Common Transport

Tandem Switching

\$.000795/MOU

Not Applicable

Transport Fixed

\$.000144/MOU

Not Applicable

Transport Per Mile

\$.000003/MOU

Not Applicable

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

II. Unbundled Transport (Continued)

C. Entrance Facilities

All:
\$1.06/Service Order plus
installation charges for
each initial and additional
facility purchased at the
time of order:

2Wire Voice Grade Channel Termination	\$14.50/Month	\$503.05/Initial & \$292.96/Additional
4Wire Voice Grade Channel Termination	\$29.17/Month	\$504.74/Initial & \$293.52/Additional
DS-1 to Voice Grade Multiplexing	\$73.28/Month	\$554.67/Initial & \$554.67/Additional
DS-1 Channel Termination	\$156.05/Month	\$676.43/Initial & \$335.87/Additional
DS-3 to DS-1 Multiplexing	\$242.57/Month	\$554.67/Initial & \$554.67/Additional
DS-3 Channel Termination	\$975.90/Month	\$676.43/Initial & \$335.87/Additional

D. Digital Cross-Connect System

Service Establishment	Not Applicable	\$1913.61
Database Modification	Not Applicable	\$150.48/Modification Request
Reconfiguration by BA personnel	Not Applicable	\$32.37 Programming Charge/Half Hour
DS-0 Cross-Connect	\$20.55/Port/Month	\$26.48/Port
DS-1 Cross-Connect	\$72.10/Port/Month	\$33.11/Port

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

II. Unbundled Transport (Continued)

E. Mid-span meet arrangements

To be charged in accordance with the requirements of Section 4.3 of the Agreement

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

Tandem Switching	\$.000795/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	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect
Rates per port, per month, with all vertical features except:	\$1.90/Port/Month	
3-Way Calling	\$.52/Month	
Centrex Intercom	\$.45/Month	
Custom Ringing	\$.16/Month	
Calling Number Delivery Block	\$.002/Call	
ISDN (BRI)	\$9.74Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect
ISDN (PRI)	\$128.53/Port/Month	\$1.06/Service Order Per Port: \$114.73/Installation \$1.34/Disconnect
Public/Semi-Public	\$3.30/Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect

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:

DID	\$5.58/Port/Month	\$1.06/ Service Order Per Port: \$700.41/Installation \$1.32/Disconnect
Switched DS1	\$92.70/Port/Month	\$1.06/Service Order
IDLC Analog	\$382.70	Per Port:
UPALP (Unbundled Public Access Line)	\$2.50	\$3.01/Installation
UCP (Unbundled Coin)	\$3.70	\$1.34/Disconnect
SMDI	\$206.95	\$1.06/Service Order Per Port: \$700.41/Installation \$1.34/Disconnect
B. Tandem Switching Usage	\$0.000795/MOU	Not Applicable
C. Local Switching Usage		
Originating With Vertical Features	\$0.001802/MOU	Not Applicable
Terminating With Vertical Features	\$0.001615/MOU	Not Applicable

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

D. Trunk Ports

End Office (Dedicated)

\$87.81

\$1.06/Service Order

Tandem

\$214.57

Initial facility \$357.97
Additional facility (when
ordered at time of Initial
Facility) \$24.29

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

IV. Unbundled Loops²
POTS (Analog 2-Wire)

Density Cell:
1 - \$10.65/Month
2 - \$11.20/Month
3 - \$14.75/Month
4 - \$17.75/Month

Service Order: \$1.06
Installation:
If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:
\$1.34 per loop

ISDN

Density Cell:
1 - \$12.17/Month
2 - \$12.65/Month
3 - \$16.24/Month
4 - \$19.00/Month

Service Order: \$1.06
Installation:
If premises visit not required - \$13.06 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$77.71, initial loop; \$32.91, additional loop

Disconnect:
\$1.34 per loop

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

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

Customer Specified Signaling - 2 Wire

Density Cell:

- 1 - \$10.65/Month
- 2 - \$11.20/Month
- 3 - \$14.75/Month
- 4 - \$17.75/Month

Service Order: \$1.06

Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:

If premises visit not required - \$3.28 per order
If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

Customer Specified Signaling - 4 Wire

Density Cell:

- 1 - \$20.71/Month
- 2 - \$23.23/Month
- 3 - \$30.22/Month
- 4 - \$34.92/Month

Service Order: \$1.06

Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:

If premises visit not required - \$3.28 per order
If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

DS1

Density Cell:

- 1 - \$122.50/Month
- 2 - \$122.81/Month
- 3 - \$154.26/Month
- 4 - \$193.91/Month

Service Order: \$1.06

Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:³

If premises visit not required - \$3.28 per order
If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

2 Wire ADSL and 2 Wire HDSL Loops

Density Cell:

- 1 - \$10.65*/Month
- 2 - \$11.20*/Month
- 3 - \$14.75*/Month
- 4 - \$17.75*/Month

Service Order: \$1.06*

Installation:

If premises visit not required - \$13.06* initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$77.71*, initial loop; \$32.91*, additional loop

Disconnect:

\$1.34* per loop

³ Coordinated Cutover not available with HDSL Loops or Digital Designed Loops

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

4 Wire HDSL Loops

Density Cell:
1 - \$122.50*/Month
2 - \$122.81*/Month
3 - \$154.26*/Month
4 - \$193.91*/Month

Service Order: \$1.06*
Installation:
If premises visit not required - \$3.01* initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66*, initial loop; \$22.86*, additional loop

Disconnect:
\$1.34* per loop

Coordinated Cutover:⁴
If premises visit not required - \$3.28* per order
If premises visit required - \$12.25* per order

Designed Circuit:
\$41.42* per order

Standard Digital Loop

All:

All:

\$.70/ Mechanized Loop Qualification per Loop Provisioned

\$55.55/ Manual Loop Qualification per Loop Request

2 Wire ADSL compatible Loops (up to 12,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

2 Wire ADSL compatible Loops (up to 18,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

2 Wire HDSL compatible Loops (up to 12,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

4 Wire HDSL compatible Loops (up to 12,000 feet)

See rates for 4 Wire HDSL Loops as set forth above

⁴ Coordinated Cutover not available with HDSL Loops or Digital Designed Loops

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

Digital Designed Loop

2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$398.67*
Removal of one
Bridged Tap per
Request

\$902.70*
Removal of Multiple
Bridged Taps per
Loop per Request (up
to 18,000 feet)

\$116.50*
Engineering Query

\$78.79*
Engineering Work
Order Charge

2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$398.67*
Removal of one
Bridged Tap per
Request

\$902.70*
Removal of Multiple
Bridged Taps per
Loop per Request (up
to 18,000 feet)

\$116.50*
Engineering Query

\$78.79*
Engineering Work
Order Charge

2 Wire Digital Designed Metallic Loop (18,000 up to 30,000 Feet) Non-loaded with Bridged Tap options

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

		\$1,406.73*
		Required Removal of Load Coils (up to 21,000 feet)
		\$1,742.75*
		Required removal of Load Coils (up to 27,000 feet)
		\$398.67*
		Removal of one Bridged Tap per Request
		\$970.78*
		Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		\$116.50*
		Engineering Query
		\$78.79*
		Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$1,406.73*
Required Removal of Load Coils (up to 21,000 feet)
\$1,742.75*
Required Removal of Load Coils (up to 27,000 feet)
\$398.67*
Removal of one Bridged Tap per Request

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

		\$970.78* Removal of Multiple Bridged Taps per Loop per Request
		\$970.78* Addition of Range Electronics
		\$116.50* Engineering Query
		\$78.79* Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
		\$398.67* Removal of one Bridged Tap per Request
		\$970.78* Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		\$116.50* Engineering Query
		\$78.79* Engineering Work Order Charge
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 4 Wire HDSL Loops as set forth above	
		\$398.67* Removal of one Bridged Tap per Request

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

\$970.78*
Removal of Multiple
Bridged Taps per
Loop per Request (up
to 18,000 feet)
\$116.50*
Engineering Query

\$78.79*
Engineering Work
Order Charge

V. Collocation Cross-Connection

As Applicable Per BA PA PUC No. 218 as amended
from time to time

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

\$1.06/Service Order
\$25.56/Premises Visit
\$12.25 Labor Charge/
Quarter Hour After First
Quarter Hour

Central Office Technician

Not Applicable

\$1.06/Service Order
\$10.54 Labor Charge/
Quarter Hour or Fraction
Thereof

VII. Signaling and Databases

A. STP Port

Termination

\$604.28/Month

\$95.29/Port

Access

\$.43/Mile/Month

\$1.06/Service Order
\$277.36/Initial Facility &
\$24.29/Additional Facility
\$1.34/ Disconnect/ Link

B. 800/888/877 Database

Basic Query

\$.000817/Query

Not Applicable

Vertical Query

\$.000324/Query

Not Applicable

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:****C. LIDB Validation**

LIDB Point Codes	Not Applicable	\$86.87/Point Code
Calling Card	\$.015620/Query	Not Applicable
Billed Number Screening	\$.015620/Query	Not Applicable
Storage of Lightship's Data in LIDB Database	Not Applicable	\$1,487.64 Service Establishment

D. AIN Service Creation (ASC) Service**1. Developmental Charges**

Service Establishment	Not Applicable	\$894.74
Service Creation Access Port	\$113.97/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$1,218.44/Day	Not Applicable
b. On-Premise	\$1,218.44/Day	Not Applicable
Certification & Testing	\$78.00/Hour	Not Applicable
Help Desk Support	\$82.55/Hour	Not Applicable

2. Service Charges

Subscription Charge	\$5.25/Month	Not Applicable
Database Queries		
a. Network Query	\$.0006/Query	Not Applicable
b. Lightship Network Query	\$.0006/Query	Not Applicable
c. Lightship Switch Query	\$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	\$.0009/Query	Not Applicable
b. Office Based	\$.0009/Query	Not Applicable
Utilization Element	\$.0003/Query	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	\$8.48/Service Activated/Line
b. Lightship Network Service Activation	Not Applicable	\$8.48/Service Activated/Line
c. Lightship Switch Service Activation	Not Applicable	\$8.48/Service Activated/Line
Service Modification		
DTMF Update	\$.09/Occurrence	Not Applicable
Switch Based Announcement	\$.004/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 Lightship per separate arrangement

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

Direct Access	\$.0335/Query	\$31,318.10/Link & \$15,390.10 Service Establishment
Directory Assistance	\$.3663/Call	Not Applicable
Directory Transport		
Tandem Switching	\$.000693/Call	Not Applicable
Tandem Switched Transport	\$.000125/Call & \$.000003/Mile/Call	Not Applicable
Operator Services - Live	\$.01289/Operator Work Second	Not Applicable
Operator Services - Automated	\$.00149/Automated Work Second	Not Applicable
Branding for Directory Assistance and/or Operator Services	Not Applicable	\$1,375.00/Message
Carrier-to-Carrier LSV/VCI Requests	\$.01289/Operator Work Second	Not Applicable

Service or Element Description:**Recurring Charges:****Non-Recurring Charge:****X. Access to Operation Support Systems**

A. Pre-Ordering	\$.23/Query	Not Applicable
B. Ordering	\$3.35/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair		
1. ECG Access	\$.23/Query	Not Applicable
2. EB/OSI Access	\$1.17/Trouble Ticket	Not Applicable
E. Billing		
1. CD-ROM	\$249.56/CD-ROM	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	\$.000261/Message	Not Applicable
b. Delivery of DUF		
Data Tape	\$17.34/Tape	\$62.13/Programming Hour
Network Data Mover	\$.000095/Message	Not Applicable
CMDS	\$.000095/Message	\$62.13/Programming Hour
c. DUF Transport		
9.6 kb Communications Port	\$10.37/Month	\$7,527.00/Port
56 kb Communications Port	\$28.63/Month	\$31,149.87/Port
256 kb Communications Port	\$28.63/Month	\$51,854.42/Port
T1 Communications Port	\$363.64/Month	\$185,031.55/Port
Line Installation	Not Applicable	\$62.13/Programming Hour/Port
Port Set-up	Not Applicable	\$9.97/Port
Network Control Programming Coding	Not Applicable	\$62.13/Programming Hour/Port

XI. Exchange Access Service

Interstate	Per BA-FCC tariff number 1, as amended from time to time
Intrastate	Per BA-PA tariff number 302, as amended from time to time

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

XII. Number Portability

Service Provider Number Portability
Database Service

Service Provider Number Portability Database Service shall be charged at rates found in the BA-FCC Tariff No. 1 as amended from time to time

XIII. 911/E911

Transport

Data Entry and Maintenance

Access pass-through
to number portability
purchaser

Per section II above.

No Charge

XIV. Poles Conduits & ROW

Per contract rates pursuant to 47 U.S.C. sec. 224 and Pa P.U.C. No. 303

Illustrative:

Duct: \$5.45/Foot/Year

Pole: \$3.98/Attachment/Year

XV. Network Interface Device (NID)

\$.64/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

\$.13769/Line/Month

\$3.89/Line

To BA Platform for Re-Branding

\$.068849/Call

\$3.89/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 Services⁵

Resale of retail services if Lightship provides own operator services platform	20.69%	
Resale of retail services if Lightship 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 as amended from time to time

B. Lightship SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

⁵ 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.

I. Local Call Termination¹		
Traffic Delivered at End Office	\$.001723/MOU	Not Applicable
Traffic Delivered at Tandem	\$.002814MOU	Not Applicable
II. Number Portability		
Permanent	Per permanent funding mechanism when established.	
III. Exchange Access Service		
Interstate	Per Lightship FCC exchange access tariff as amended from time to time.	
Intrastate	Per Lightship PA tariff exchange access tariff as amended from time to time.	
IV. Local Dialing Parity		No Charge
V. All Other Lightship Services Available to BA for Purposes of Effectuating Local Exchange Competition	Available at Lightship's tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to Lightship.	
VI. Other Services		
Information Service Billing Fee	\$.03/Call	No Charge

¹ See note 9 regarding measurement and calculation of local traffic termination charges.

9 LOCAL TRAFFIC TERMINATION RATES

A. Charges by BA

- (a) Traffic delivered to BA Access Tandem: \$.001723 per mou.
- (b) Traffic delivered directly to terminating BA End Office: \$.002814 per mou.

B. Charges by Lightship

1. Single-tiered interconnection structure:

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

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

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

Lightship Charge at the Lightship-IP =

$$\frac{(\textit{Access Tandem Minutes} \times \$.001723) + (\textit{End Office Minutes} \times \$.002814)}{\textit{Total Minutes}}$$

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

- (a) Local Traffic delivered to Lightship Access Tandem: \$.001723
- (b) Local Traffic delivered to terminating Lightship End Office/node: \$.002814

C. Miscellaneous Notes

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

INTERCONNECTION AGREEMENT

Dated as of April 26, 1999

by and between

BELL ATLANTIC – PENNSYLVANIA, INC.

and

METROMEDIA FIBER NETWORK SERVICES, INC.

TABLE OF CONTENTS

	<u>Page</u>
1.0 DEFINITIONS	2
2.0 INTERPRETATION AND CONSTRUCTION	9
3.0 SCOPE	10
4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE.....	10
4.1 INTERCONNECTION ACTIVATION.....	10
4.2 TRUNK TYPES AND INTERCONNECTION POINTS	10
4.3 PHYSICAL ARCHITECTURES.....	12
4.4 ALTERNATIVE INTERCONNECTION ARRANGEMENTS.....	14
4.5 INTERCONNECTION IN ADDITIONAL LATAS	14
5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2)	15
5.1 SCOPE OF TRAFFIC	15
5.2 TRUNK GROUP CONNECTIONS AND ORDERING	15
5.3 SWITCHING SYSTEM HIERARCHY AND TRUNKING REQUIREMENTS.....	16
5.4 SIGNALING.....	16
5.5 GRADES OF SERVICE	16
5.6 MEASUREMENT AND BILLING	16
5.7 RECIPROCAL COMPENSATION ARRANGEMENTS -- SECTION 251(B)(5).....	17
6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(C)(2) 18	
6.1 SCOPE OF TRAFFIC	19
6.2 ACCESS TOLL CONNECTING TRUNK GROUP ARCHITECTURE.....	19
6.3 MEET-POINT BILLING ARRANGEMENTS.....	19
6.4 TOLL FREE SERVICE ACCESS CODE (E.G., 800/888/877) TRAFFIC	22
7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC.....	23
7.1 INFORMATION SERVICES TRAFFIC.....	23
7.2 BLV/BLVI TRAFFIC	25
7.3 TANDEM TRANSIT TRAFFIC SERVICE (“TRANSIT SERVICE”).....	25
7.4 911/E911 ARRANGEMENTS.....	26
8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS	28
9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES	29
9.1 COOPERATION.....	29
9.2 RESPONSIBILITY FOR FOLLOWING STANDARDS.....	29
9.3 REPEATED OR WILLFUL INTERFERENCE OR IMPAIRMENT.....	29
9.4 OUTAGE REPAIR STANDARD	30
9.5 NOTICE OF CHANGES -- SECTION 251(C)(5)	30
10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR.....	30
10.1 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS	30
10.2 INSTALLATION, MAINTENANCE, TESTING AND REPAIR	31
10.3 FORECASTING REQUIREMENTS FOR TRUNK PROVISIONING	31

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

10.4 DEMAND MANAGEMENT FORECASTS32

11.0 UNBUNDLED ACCESS.....32

11.1 BA’s PROVISION OF NETWORK ELEMENTS32

11.2 LOOP TRANSMISSION TYPES.....33

11.3 NETWORK INTERFACE DEVICE34

11.4 UNBUNDLED SWITCHING ELEMENTS34

11.5 INTEROFFICE TRANSMISSION FACILITIES.....35

11.6 OPERATIONS SUPPORT SYSTEMS35

11.7 LIMITATIONS ON UNBUNDLED ACCESS35

11.8 AVAILABILITY OF OTHER NETWORK ELEMENTS ON AN UNBUNDLED BASIS36

11.9 PROVISIONING OF LOOPS36

11.10 MAINTENANCE OF LOOPS38

11.11 COMBINATIONS OF NETWORK ELEMENTS38

12.0 RESALE -- SECTIONS 251(C)(4) AND 251(B)(1)38

12.1 AVAILABILITY OF RETAIL RATES FOR RESALE38

12.2 AVAILABILITY OF WHOLESALE RATES FOR RESALE.....38

12.3 AVAILABILITY OF SUPPORT SERVICES AND BRANDING FOR RESALE.....39

12.4 ADDITIONAL TERMS GOVERNING RESALE AND USE OF BA SERVICES39

13.0 COLLOCATION -- SECTION 251(C)(6).....39

14.0 NUMBER PORTABILITY -- SECTION 251(B)(2).....42

14.1 SCOPE.....42

14.2 PROCEDURES FOR PROVIDING LNP42

14.3 PROCEDURES FOR PROVIDING INP THROUGH REMOTE CALL FORWARDING43

14.4 PROCEDURES FOR PROVIDING INP THROUGH ROUTE INDEX ARRANGEMENTS44

14.5 RECEIPT OF TERMINATING COMPENSATION ON TRAFFIC TO INP’ED NUMBERS44

14.6 PROCEDURES FOR PROVIDING NP THROUGH FULL NXX CODE MIGRATION.....45

14.7 RECOVERY OF INP COSTS PURSUANT TO FCC ORDER AND RULEMAKING.....46

15.0 DIALING PARITY -- SECTION 251(B)(3)46

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(B)(4)46

17.0 DATABASES AND SIGNALING47

18.0 COORDINATED SERVICE ARRANGEMENTS48

18.1 INTERCEPT AND REFERRAL ANNOUNCEMENTS.....48

18.2 COORDINATED REPAIR CALLS.....48

18.3 CUSTOMER AUTHORIZATION.....49

19.0 DIRECTORY SERVICES ARRANGEMENTS49

19.1 DIRECTORY LISTINGS AND DIRECTORY DISTRIBUTIONS50

19.2 SERVICE INFORMATION PAGES51

19.3 YELLOW PAGES MAINTENANCE51

19.4 DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS).....52

19.5 BUSY LINE VERIFICATION AND BUSY LINE VERIFICATION INTERRUPT (BLV/BLVI)52

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT.....52

21.0 INSURANCE.....53

22.0 TERM AND TERMINATION.....54

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

23.0	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	56
24.0	INDEMNIFICATION	56
25.0	LIMITATION OF LIABILITY	57
26.0	PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES	58
26.1	PERFORMANCE STANDARDS	58
26.2	PERFORMANCE REPORTING	58
27.0	COMPLIANCE WITH LAWS; REGULATORY APPROVAL	58
28.0	MISCELLANEOUS	59
28.1	AUTHORIZATION	59
28.2	INDEPENDENT CONTRACTOR; DISCLAIMER OF AGENCY	59
28.3	FORCE MAJEURE	60
28.4	CONFIDENTIALITY	61
28.5	CHOICE OF LAW	62
28.6	TAXES	62
28.7	ASSIGNMENT	64
28.8	BILLING AND PAYMENT; DISPUTED AMOUNTS	65
28.9	DISPUTE RESOLUTION	66
28.10	NOTICES	66
28.11	JOINT WORK PRODUCT	67
28.12	NO THIRD PARTY BENEFICIARIES	67
28.13	NO LICENSES	68
28.14	TECHNOLOGY UPGRADES	68
28.15	SURVIVAL	68
28.16	ENTIRE AGREEMENT	69
28.17	COUNTERPARTS	69
28.18	MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER	69
28.19	SUCCESSORS AND ASSIGNS	69
28.20	PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS	69
28.21	COOPERATION WITH LAW ENFORCEMENT	69
28.22	CLEC CERTIFICATION	70

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 4.1	Network Interconnection Schedule
Schedule 4.2	Interconnection Points for Different Types of Traffic
Schedule 5.6	Applicable Factors
Schedule 6.3	Rate Elements Under Meet Point Billing
Schedule 11.3	Access to Network Interface Device
Schedule 11.4	Unbundled Switching Elements
Schedule 12.3	Support Services for Resale
Schedule 26.1	Performance Interval Dates for Specified Activities
Schedule 26.2	Performance Reporting

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request
Exhibit C	Directory Assistance and Intralata Operator Services Agreement
Exhibit D	IntraLATA Telecommunications Services Settlement Agreement

INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) is effective as of the 26th day of April, 1999 (the “Effective Date”), by and between Bell Atlantic – Pennsylvania, Inc. (“BA”), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103 and Metromedia Fiber Network Services, Inc. (“MFN”), a Delaware corporation with offices at One North Lexington Avenue, White Plains, New York 10601.

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 Sections 251, 252, and 271 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for Interconnection, unbundled Network Elements and resale service, and the Parties intend that this Agreement meet these requirements, including the requirements in Section 271 commonly referred to as the “Checklist”; and

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.

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, MFN and BA hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act.

1.1 “Act” means the Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*), as from time to time amended (including, without limitation by the Telecommunications Act of 1996) and interpreted in the duly authorized rules and regulations of the FCC or the Commission.

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

1.3 “Agreement” means this Interconnection Agreement, including all Exhibits, Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 “Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, 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 as described in Section 7.1.

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

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

1.7 “BFR” or “Bona Fide Request” means the process described in Exhibit B that prescribes the terms and conditions relating to a Party’s request that the other Party provide an unbundled Network Elements that it is not otherwise required to provide under the terms of this Agreement.

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

1.9 “Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.10 “CCS” or “Common Channel Signaling” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

telephone network facilities that carry the actual voice or data content 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 MFN currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or access service, respectively, which connects one Party’s signaling point of Interconnection (“SPOI”) to the other Party’s Signaling Transfer Point for the exchange of SS7 messages.

1.11 “Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXXs”). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

1.12 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

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

1.14 “Collocation” means an arrangement in which the equipment of one Party (the “Collocating Party”) is installed and maintained at the premises of the second Party (the “Housing Party”) for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party. .

1.15 “Commission” means the Pennsylvania Public Utility Commission.

1.16 “CLEC” or “Competitive Local Exchange Carrier” means any Local Exchange Carrier other than BA that is operating as such in BA’s certificated territory in Pennsylvania. MFN is or will shortly become a CLEC.

1.17 “CPN” or “Calling Party Number” is a Common Channel Signaling (“CCS”) parameter which identifies the calling party’s telephone number.

1.18 “Cross Connection” means a jumper cable or similar connection provided in connection with a Collocation arrangement 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 (see definition of “Collocation”).

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

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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

1.22 “Digital Signal Level 1” or “DS1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.23 “Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.24 “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.

1.25 “Entrance Facility” means the facility between a Party’s designated premises and the Central Office serving that designated premises.

1.26 “Exchange Message Interface” or “EMI” means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

1.27 “FCC” means the Federal Communications Commission.

1.28 “FCC Regulations” means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.29 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which transmits up to a DS 1 – level signal, using any one of the following line codes: 2 Binary/1 Quaternary (“2B1Q”), Carrierless AM/PM, Discrete Multitone (“DMT”), or 3 Binary/1 Octel (“3BO”).

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

1.31 “Information Services 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., 976).

1.32 “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.

1.33 “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.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

1.34 “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).

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

1.36 “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.

1.37 “Internet Traffic” means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.38 “IP” or “Interconnection Point” means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.39 “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 BRI-ISDN service.

1.40 “Loop” means 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 Network Interface Device (“NID”) if installed) in or at the Customer’s premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.41 “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. Local Traffic does not include any Internet Traffic.

1.42 “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.

1.43 “MECAB” means the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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.

1.44 “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.

1.45 “Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party (e.g., an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs.

1.46 “Meet Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

1.47 “Mid-Span Fiber Meet” means an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon Point of Interconnection (“POI”), limited by technical feasibility and the availability of facilities, 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 Network Elements.

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

1.49 “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.

1.50 “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.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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

1.52 “Percent Interstate Usage” or “PIU” is a factor that distinguishes the interstate portion of minutes from the intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is a whole number developed through consideration of every call in which the calling and called party are not located within the LATA. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.

1.53 “Percent Local Usage” or “PLU” is a factor that distinguishes the intraLATA, intrastate portion of minutes from the interLATA, intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PLU is a whole number developed through consideration of every call in which the calling and called party are located within the same Rate Center Area. The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.

1.54 “Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with 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.

1.55 “Point of Interconnection” or “POI” means the physical location where the originating Party’s facilities physically interconnect with the terminating Party’s facilities for the purpose of exchanging traffic.

1.56 “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.

1.57 “Rate Center Point” means 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.

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

1.59 “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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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 Area.

1.60 “Reciprocal Compensation” means the arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party’s network and terminating on the other Party’s network (as set forth in subsection 5.7).

1.61 “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 (“SSP”) 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.

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

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

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

1.65 “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of Telephone Toll Service 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.

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

1.67 “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.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

1.68 “Tandem Transit Traffic” or “Transit Traffic” means Telephone Exchange Service traffic that originates on MFN’s network, and is transported through a BA Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service (“CMRS”) carrier, or other LEC, that subtends the relevant BA Tandem to which MFN delivers such traffic. Pursuant to Section 7.3.6, Transit Traffic may also mean Telephone Exchange Service traffic that originates on BA’s network, and is transported through a MFN Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant MFN Tandem to which BA delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (“LERG”). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

1.69 “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).

1.70 “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.

1.71 “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.

1.72 “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.

1.73 “Wire Center” means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

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, governmental rule or Tariff

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

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

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and pricing under which BA and MFN will offer and provide to each other within each LATA in which they operate within Pennsylvania: (a) Interconnection and access to unbundled Network Elements and ancillary services for their respective use in providing Telephone Exchange Service; (b) resale of local Telecommunications Services; and (c) services related to (a) and (b). As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Checklist under Section 271 of the Act.

4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

4.1 Interconnection Activation

Subject to the terms and conditions of this Agreement, each Party shall exercise commercially reasonable efforts to enable MFN to provide fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers in accordance with MFN's intended implementation schedule in Pennsylvania, attached hereto as Schedule 4.1. To that end, the Parties will establish and perform to milestones such as Trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls.

4.2 Trunk Types and Interconnection Points

4.2.1 **Trunk Types.** 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, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g. 800/888/877) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.3.7, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between MFN 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;

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

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 7;

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

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 19;

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 19; and

Other Trunks as may be requested and agreed to by the Parties.

4.2.2 **Interconnection Points.** Each Party shall establish Interconnection Points ("IPs") at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the MFN network from which MFN will provide transport and termination of traffic to its Customers shall be designated as the MFN Interconnection Points ("MFN-IPs"). The mutually agreed-upon IPs on the BA network from which BA will provide transport and termination of traffic to its Customers shall be designated as the BA Interconnection Point(s) ("BA-IP(s)"); provided that such BA-IP(s) shall be either the BA terminating End Office serving the BA Customer or the BA Tandem subtended by the terminating End Office serving the BA Customer. Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP.

4.2.2.1 Each Party shall make available at least one designated IP in each NPA in each LATA in which it has Customers, as designated in Schedule 4.2. Any additional traffic that is not covered in Schedule 4.2 shall be subject to separate negotiations between the Parties, except that 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 tariffed Switched Exchange Access rates applicable to such traffic.

4.2.3 Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point, as described in Section 4.3. To the extent the originating Party's Point of Interconnection ("POI") is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.2.4 Geographic Relevance. In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. 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 and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by MFN, MFN shall bill and BA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less BA's transport rate from BA's originating End Office to MFN-IP.

4.2.5 The Parties shall configure separate one-way trunk groups for traffic from MFN to BA, and for traffic from BA to MFN, respectively; however, either Party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes.

4.3 Physical Architectures

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

- (a) a physical or virtual Collocation node MFN established at the BA-IP; and/or
- (b) a physical or virtual Collocation node established separately at the BA-IP by a third party with whom MFN has contracted for such purposes; and/or
- (c) an Entrance Facility and transport (where applicable) leased from BA (and any necessary multiplexing), to the BA-IP.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

4.3.2 MFN 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.

4.3.3 MFN may order from BA any of the Interconnection methods specified above in accordance with the rates, order intervals, and other terms and conditions in the Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

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

- (a) a physical, virtual or other alternative Collocation node BA establishes at the MFN-IP; and/or
- (b) a physical, virtual or other alternative Collocation node established separately at the MFN-IP by a third party with whom BA has contracted for such purposes; and/or
- (c) an Entrance Facility leased from MFN (and any necessary multiplexing), to the MFN-IP.

4.3.5 BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a MFN-IP pursuant to Section 13.

4.3.6 BA may order from MFN 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.

4.3.7 Under any of the architectures described in this subsection 4.2, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such facilities.

4.3.8 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by BA and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

4.3.9 In recognition of the large number and variety of BA-IPs available for use by MFN, MFN'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 MFN-IPs available to BA to select from for similar purposes, MFN shall charge BA no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a BA-IP to a MFN-IP in any given LATA.

4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber 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 reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.4.3 Mid-Span Fiber 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 permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4.4 MFN and BA shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2. MFN and BA shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.5 MFN and BA shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

4.5 Interconnection in Additional LATAs

4.5.1 If MFN determines to offer Telephone Exchange Services in any LATA in Pennsylvania not listed in Schedule 4.1 in which BA also offers Telephone Exchange Services, MFN shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.5.2 The notice provided in subsection 4.5.1 shall include (a) the CLEC-IP; (b) the requested BA-IP; (c) the initial Rating Point MFN has designated in the new LATA; (d) MFN's intended Interconnection activation date; and (e) a forecast of MFN's trunking requirements conforming to subsection 10.3.

4.5.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) MFN has identified as its initial Rating Point(s) in the LATA as the MFN-IP(s) in that LATA and shall designate a mutually agreed upon Tandem Office or End Offices within the LATA nearest to the MFN-IP (as measured in airline miles utilizing the V and H coordinates method) as the BA-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from a BA-IP to the MFN-IP, the MFN-IP shall be no further than a non-distance sensitive Entrance Facility away from the BA-IP.

4.5.4 The Parties shall agree upon an addendum to Schedule 4.1 to reflect the schedule applicable to each new LATA requested by MFN; provided, however, that unless agreed by the Parties, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) 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 the MFN's notice provided for in subsection 4.5.1, BA and MFN shall confirm the BA-IP, the MFN-IP and the Interconnection activation date for the new LATA by attaching an addendum to Schedule 4.1.

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

5.1 Scope of Traffic

Section 5 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 4.0

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 10.

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.

5.2.3 Unless mutually agreed to by both Parties, each Party will send a Carrier Identification Code and outpulse ten (10) digits to the other Party.

5.2.4 In the event the traffic volume between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS-1, the terminating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process.

5.2.5 Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques where practical.

5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing MFN 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 MFN, the subtending arrangements between MFN Tandem Switches (or functional equivalent) and MFN End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which MFN 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.

5.5 Grades of Service

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

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, Intrastate Exchange Access rates, intrastate/interstate Tandem 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 any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem 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.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access

Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 At such time as either Party has the capability, on an automated basis, to use such CPN information to classify traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, 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. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU factors applicable upon the Effective Date are specified in Schedule 5.6. Such factors may be updated by the originating Party quarterly by written notification.

5.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

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

5.7.1 The Parties shall compensate each other for the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and subsection 20.1 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the MFN-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by MFN. No additional charges shall apply for the termination of such Local Traffic delivered to the BA-IP or the MFN-IP by the other Party, except as set forth in Exhibit A. When such Local Traffic is terminated 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. The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 5.7, but instead shall be treated as described or referenced below:

- (a) Local Traffic originating with a third party carrier and delivered by BA to MFN shall be treated as Tandem Transit Service under subsection 7.3.
- (b) For any traffic originating with a third party carrier and delivered by MFN to BA, MFN shall pay BA the same amount that such third party carrier would have been obligated to pay BA for termination of that traffic at the location the traffic is delivered to BA by MFN.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

- (c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with subsection 6.3.
- (d) No Reciprocal Compensation shall apply to Internet Traffic.
- (e) No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- (f) Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14 shall be treated as specified in subsection 14.5.
- (g) IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Pennsylvania) shall be treated in accordance with the terms of appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D.
- (h) Any other traffic not specifically addressed in this subsection 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

5.7.3 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.

5.7.4 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that 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 in conjunction with any such audit in a timely manner.

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

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

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between MFN Telephone Exchange Service Customers and Interexchange Carriers (“Access Toll Connecting Trunks”), in any case where MFN elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If MFN chooses to subtend a BA access tandem then MFN’s NPA/NXX must be assigned by MFN to subtend the same BA access tandem that a BA NPA/NXX serving the same Rate Center subtends as identified in the LERG.

6.2.2 MFN shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs 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 MFN’s Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MFN’s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem. If MFN collocates at a BA access tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch MFN utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) BA utilizes to provide Exchange Access in such LATA.

6.3 Meet-Point Billing Arrangements

6.3.1 MFN and BA will establish Meet-Point Billing (“MPB”) 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 in BA’s applicable Switched Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of either Party 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 access tandems in the LATA, unless otherwise agreed to by the Parties.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

6.3.4 MFN 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 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

- (a) “Single Bill/Single Tariff” in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.
- (b) “Multiple Bill/Single Tariff” in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.
- (c) “Multiple Bill/Multiple Tariff” in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.
- (d) “Single Bill/Multiple Tariff” in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC’s appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

Each Party shall implement the “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

6.3.6 The rate elements to be billed by each Party are as set forth in BA’s applicable Tariffs. 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 6.3.15.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, 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.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

6.3.8 BA shall provide MFN 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 MFN 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 shall be sent to the following addresses:

To MFN: Robert J. Riordan
 Metromedia Fiber Network Services, Inc.
 One North Lexington Avenue
 White Plains, New York 10601

To BA: New York State Access Pool
 C/O ACM
 1309 Main Street
 Rotterdam Junction, NY 12150
 Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 28.10.

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 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event MFN determines to offer Telephone Exchange Services in another LATA in Pennsylvania in which BA operates a Tandem Switch, BA shall permit and enable MFN to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the MFN 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 Routing Point/BA Serving Wire Center combination shall be calculated according to the following formula:

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

where:

a = the airline mileage between the Routing 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.

6.3.16 MFN 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 4.5.1. Within ten (10) business days of MFN's delivery of notice to BA, BA and MFN shall confirm the new Routing Point/BA Serving Wire Center combination and billing percentages.

6.4 Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) calls to the other Party for completion.

6.4.1 When MFN delivers translated toll free service access code (e.g., 800/888/877) calls to BA for completion

(a) to an IXC, MFN shall:

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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

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

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

(ii) Submit the call records to ITORP for payment by BA or the LEC that is the toll free service access code (e.g., 800/888/877) service provider of MFN's and any intermediate LECs applicable Tariffed Exchange Access or local call termination charges and query charges.

6.4.2 When BA delivers translated toll free service access code (e.g., 800/888/877) calls originated by BA's or another LEC's Customers to MFN for completion

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

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

(ii) Bill MFN the appropriate Feature Group D ("FGD") Exchange Access charges associated with the call.

(b) as an IntraLATA call to MFN 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 MFN of BA's (and another LEC's, if appropriate) applicable Tariffed Exchange Access or local call termination charges; and

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

6.4.3 The settlement of all IntraLATA toll free service access code (e.g., 800/888/877) 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 MFN-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

MFN connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic.

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

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

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

MFN 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, MFN shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between MFN 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 Law 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 BLV/BLVI Traffic

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

7.2.2 The Party B operator shall only verify the status of the line (BLV) or interrupt the line to inform the called party that there is a call waiting (BLVI). The Party B operator will not complete the telephone call of the Customer initiating the BLV/BLVI request. The Party B operator will only make one BLV/BLVI 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 BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI 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 BLV/BLVI traffic at its operator services Tandem Office or other mutually agreed point in the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI 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 Tandem Transit Traffic Service ("Transit Service")

7.3.1 Transit Service provides MFN with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of BA.

7.3.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. MFN shall deliver each Transit Traffic call to BA with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

7.3.3 MFN shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which it terminates Telephone Exchange Service traffic that transits BA's Tandem Office. If MFN does not enter into and provide notice to BA of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then BA may, at its sole discretion, terminate Transit Service at any time upon thirty (30) days written notice to MFN.

7.3.4 MFN shall pay BA for Transit Service that MFN originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on BA for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

7.3.5 BA will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls.

7.3.6 If or when a third party carrier's Central Office subtends a MFN Central Office, then MFN shall offer to BA a service arrangement equivalent or the same as Transit Service provided by BA to MFN as defined in this Section 7.3 such that BA may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends a MFN Central Office ("Reciprocal Transit Service"). MFN shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.3.

7.3.7 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

7.4 911/E911 Arrangements

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

7.4.2 Path and route diverse Interconnections for 911/E911 shall be made at the MFN-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

7.4.3 Within thirty (30) days of its receipt of a request from MFN and to the extent authorized by the relevant federal, state, and local authorities, BA will provide MFN 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 MFN plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each Public Safety Answering Point ("PSAP") in each county in the area in which MFN 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 Office to which MFN 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 Office;

(g) an electronic interface, when available, through which MFN shall input and provide a daily update of 911/E911 database information related to appropriate MFN Customers. Until such time as an electronic interface is available, MFN 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 MFN E911 data entry files containing errors, so that MFN 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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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 MFN will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of MFN systems to the 911/E911 platforms.

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

7.4.7 The Parties acknowledge that until permanent Number Portability (“PNP”) with full 911 compatibility is available, the provision of INP creates a special need to have the Automatic Location Identification (“ALI”) screen reflect two numbers: the “old” number and the “new” number assigned by MFN. 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 MFN agree to supply and use the three-letter Access Carrier Name Abbreviation (“ACNA”) as the carrier identifier.

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

7.4.9 MFN 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 Codes (“NXX”) pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, 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.

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

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

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

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain MFN's choices regarding the size of the local calling area(s) that MFN 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 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. MFN and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

9.2 Responsibility for Following Standards

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

9.3 Repeated or Willful Interference or Impairment

If Party A reasonably determines that the characteristics, facility or service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment, subject to the following:

9.3.1 Except in emergency situations, 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 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

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 BA standard procedures for isolating and clearing the outage or trouble. MFN 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 will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

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

10.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, *inter alia*,

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard as defined in Bellcore's special report - (Bellcore - ST TAP000191));

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible and geographically relevant IP(s) in a LATA as provided in sections 4.2.3 and 4.2.4 above; and

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

Nothing in this subsection 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 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, any subsidiary, affiliate or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, MFN shall provide BA a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to BA on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the BA CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MFN-IP's and BA-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative).

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

10.3.2 Monitoring and Adjusting Forecasts BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MFN's suggestion or request pursuant to the procedures identified in Section 10.3.1. 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 MFN financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that MFN 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 MFN financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, MFN may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold MFN financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

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

10.4 Demand Management Forecasts

10.4.1 MFN will furnish BA with good faith demand management forecasts including but not limited to: unbundled Network Elements, Interconnection and resale products. Such forecasts will describe MFN's expected needs for service volumes, and timeframes for service deployment, by Wire Center. MFN agrees to provide such forecasts to BA thirty (30) days following the Effective Date, with updates to follow every six months thereafter. BA agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement.

11.0 UNBUNDLED ACCESS

Each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that neither Party shall have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 that ceases to be subject to an unbundling obligation under Applicable Law. Nothing in this Agreement shall obligate either Party to provide a combination of Network Elements except to the extent required by Applicable Law.

11.1 BA's Provision of Network Elements

Subject to Section 11.0, BA shall provide MFN access to the following:

11.1.1 Loops, as set forth in subsection 11.2;

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

11.1.3 Switching Elements, 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 Loop Transmission Types

Subject to Section 11.0 and subsection 11.7, BA shall allow MFN to access the following Loop types (in addition to those Loops 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 Loop” 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 Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.3 “2-Wire ISDN Digital Grade Loop” 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 Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 6 Mbps toward the Customer and up to 640 kbps from the Customer. BA will offer ADSL-Compatible Loops only when MFN’s method of operation or use of equipment in connection with such Loops does not impair BA’s use of technology or provisioning of services in the same cable. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

11.2.5 “2-Wire HDSL-Compatible Loop” 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 Loops will be available only where existing copper facilities can meet the specifications.

11.2.6 “4-Wire HDSL-Compatible Loop” 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 Loops will be available only where existing copper facilities can meet the specifications.

11.2.7 “4-Wire DS1-compatible Loop” 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 Loops will be available where existing copper facilities can meet the specifications.

11.2.8 Loops 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 Loops available to MFN at the rates specified by the Commission, as amended from time to time, subject to the provisions of subsection 11.2.9 below.

11.2.9 BA will make Analog 2-Wire Loops, BRI ISDN Loops, Analog 4W Loops, and 4-Wire DS-1-compatible Loops available for purchase by MFN at any time after the Effective Date. BA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire Loops available to MFN no later than the date on which it makes such Loops commercially available to any other Telecommunications Carrier in Pennsylvania, unless such date is earlier than the Loop milestone date contained in Schedule 4.1 with respect to a particular LATA, in which case the Loop milestone date shall apply.

11.2.10 Unless otherwise agreed to in writing by BA, MFN shall use any Loop made available by BA pursuant to this Agreement only with the specific type of technology for which the type of Loop is intended. BA expressly reserves the right to terminate MFN’s use of any BA-provided Loop upon notice to MFN if BA determines or reasonably suspects that MFN is in breach of this subsection 11.2.10.

11.3 Network Interface Device

Subject to Section 11.0 and at the request of MFN, BA shall permit MFN to connect a carrier’s Loop to the Inside Wiring of a Customer’s premises through BA’s NID in the manner set forth in Schedule 11.3. MFN must establish the connection to BA’s NID through an adjoining network interface device deployed by MFN. 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

Subject to Section 11.0, BA shall make available to MFN the local Switching Element and tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law and as more fully described in Schedule 11.4.

11.5 Interoffice Transmission Facilities

Subject to Section 11.0, BA shall provide MFN with dedicated local transport, common local transport in conjunction with unbundled local switching, unbundled interoffice transmission facilities, and other services in accordance with Exhibit A. To the extent MFN purchases unbundled common transport, MFN shall also be required to purchase unbundled local switching in conjunction with such unbundled common transport.

11.6 Operations Support Systems

Subject to Section 11.0, BA shall provide MFN with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by MFN through such electronic interfaces.

11.7 Limitations on Unbundled Access

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

11.7.2 BA shall provide MFN access to its Loops at each of BA's Wire Centers for Loops terminating in that Wire Center. In addition, if MFN requests one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, BA shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to MFN. If, however, no spare physical Loop is available, BA shall within three (3) business days of MFN's request notify MFN of the lack of available facilities. MFN may then at its discretion make a Network Element Bona Fide Request to BA to provide the Loop through the demultiplexing of the integrated digitized Loop(s). MFN may also make a Network Element Bona Fide Request for access to Loops at the Loop concentration site point. Alternatively, MFN may choose to avail itself of BA's Special Construction services, as set forth in Exhibit A, for the provisioning of such Loop(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 Loops provided under this subsection 11.7.2.

11.7.3 If MFN orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics in applicable technical references, MFN may request BA to provide distance extensions on such Loops. BA will comply with such requests unless the requested extensions are incompatible with the services MFN wishes to provide, or are likely to cause degradation of service in BA's network. The rates and charges for such loop extensions

shall be as set forth in Exhibit A, in BA's applicable Tariffs if there is no rate in Exhibit A, or in the absence of either, at a rate to be agreed upon between the Parties.

11.7.4 BA will exercise commercially reasonable efforts to ensure that the service intervals that apply to Loops and unbundled Ports are comparable to the (a) repair intervals that apply to the bundled dial tone line service, and (b) 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 Loops and unbundled ports meet specified or agreed-upon technical standards, BA makes no warranty that the Loops or unbundled Ports supplied by BA hereunder will be compatible with the services MFN may offer to its Customers.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 BA shall, upon request of MFN and to the extent required by Applicable Law, provide to MFN access to its Network Elements on an unbundled basis for the provision of MFN's Telecommunications Service. Any request by MFN 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. MFN shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

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

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

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

11.9 Provisioning of Loops

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

11.9.1 Coordinated cutover charges will apply to any conversion of live Telephone Exchange Services to Loops. If MFN elects not to request a coordinated cutover, BA will process MFN's request in the normal course and subject to the normal installation intervals.

11.9.2 MFN shall request Loops from BA by delivering to BA a valid electronic transmittal service order (when available) or another mutually agreed-upon type of service order such as a Loop/NID Time and Material form. Such service order shall be provided in

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. Within forty-eight (48) hours of BA's receipt of such valid service order, BA shall provide MFN the firm order commitment date according to the Performance Interval Dates set forth in Schedule 26.1 by which the Loops covered by such service order will be installed.

11.9.3 On each Loop order in a Wire Center, MFN 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 MFN 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 MFN person designated to coordinate cutover work.

11.9.5 If MFN 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 MFN person is not ready within the appointed interval and if MFN had not called to reschedule the work at least two (2) hours prior to the start of the interval, MFN shall be liable for the non-recurring charge for the unbundled Network 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, MFN and BA will reschedule and BA will waive the non-recurring charge for the unbundled Network Elements originally scheduled for that interval, whenever those unbundled elements are actually cut over pursuant to an agreed-upon rescheduling.

11.9.8 The standard time expected from disconnection of a live Telephone Exchange Service to the connection of the unbundled Network Element to the MFN Collocation arrangement is fifteen (15) minutes per Voice Grade circuit for all orders consisting of twenty (20) Loops or less. Orders involving more than twenty (20) Loops 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 MFN.

11.9.10 If MFN has ordered INP as part of an Loop installation, BA will coordinate implementation of INP with the Loop coordinated cutover installation. BA's provision of unbundled Network 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 MFN requests or approves a BA technician to perform services on the network side of the Rate Demarcation Point beyond normal installation of the Loops covered by the service order, BA may charge MFN for any additional and reasonable labor charges to perform such services. BA may also charge MFN its normal overtime rates for services MFN requests to be performed outside of BA's normal business hours (M-F, 9 am to 5 pm, Eastern Time).

11.10 Maintenance of Loops

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

11.11 Combinations of Network Elements

To the extent either Party is required by Applicable Law to provide a combination of Network Elements to the other Party, the terms, conditions and prices for the combination of Network Elements (including, but not limited to, the non-recurring charge to compensate the providing Party for the combination of Network Elements, terms and conditions defining the combination of Network Elements and stating when and where the combination of Network Elements will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in the providing Party's applicable Tariff. In the absence of an applicable Tariff, prior to provision of such combination of Network Elements, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

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

12.1 Availability of Retail Rates for Resale

BA shall make available to MFN for resale all Telecommunications Services as described in Section 251(c)(4) of the Act, pursuant to the rates, terms and conditions of BA's applicable Tariffs, as may be amended from time to time.

12.2 Availability of Wholesale Rates for Resale

BA shall make available to MFN for resale all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in BA's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

12.3 Availability of Support Services and Branding for Resale

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

12.4 Additional Terms Governing Resale and Use of BA Services

12.4.1 MFN 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, MFN shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

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

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

12.4.4 MFN shall not be eligible to participate in any BA plan or program under which BA Customers may obtain products or merchandise, or services which are not BA Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Telecommunications Services.

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

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

13.1 To the extent required by Applicable Law, BA shall offer to MFN, for the primary purpose of Interconnecting to BA or for accessing BA's unbundled Network Elements, physical or virtual Collocation of equipment necessary for Interconnection (pursuant to Section 4 hereof) or for access to unbundled Network Elements (pursuant to Section 11.0 hereof), except that BA may offer only virtual Collocation if BA demonstrates to the Commission that physical Collocation is not practical for technical reasons or because of space limitations (to the extent that such demonstration is required by 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. The failure by MFN either to establish Interconnection with BA or to maintain such Interconnection with BA at any time thereafter, shall constitute an action under Section 9.3 hereof pursuant to which BA shall have the right, among other things, to discontinue providing Collocation to MFN hereunder.

13.2 MFN shall offer to BA Collocation of equipment for purposes of Interconnection (pursuant to Section 4 hereof) on a non-discriminatory basis and at comparable rates, terms and conditions as MFN may provide to other third parties. MFN shall provide such Collocation subject to applicable Tariffs or agreement of the Parties, at the option of BA. Such agreement shall not be unreasonably withheld or delayed.

13.3 In the course of implementing 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 MFN with the relevant engineering requirements.

13.4 For both physical Collocation and virtual Collocation, the collocating Party shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.5 Collocation shall occur under the terms of each Party's applicable and available Tariffs, except as otherwise expressly noted herein.

13.6 Dedicated Cable Support

13.6.1 Dedicated Cable Support ("DCS") service allows MFN to provision cabling (including fiber optic cable) and racking from an MFN physical Collocation node to the Collocation node of another CLEC located within the same physical Collocation common area in the same BA Central Office where MFN and the CLEC's equipment is being used for Interconnection with BA or for access to BA's unbundled Network Elements. Rates for DCS shall be on a time and materials basis pursuant to rates set forth in Exhibit A for engineering design and supervision. If MFN wishes to purchase DCS, it shall submit a separate Collocation

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

application for DCS to BA (in addition to the original application), and BA shall not charge a Collocation augment fee in respect of such DCS application.

13.6.2 Until such time as applicable Tariffs may be amended to specifically address DCS utilizing fiber optic cable, the following terms and conditions shall apply:

13.6.2.1 DCS may be provided to support DS0, DS1, DS3 and fiber optic cables exclusive of fiber jumper cables.

13.6.2.2 Fiber optic cable shall be deployed on a separate cable rack from electrical cables (e.g., DS0, DS1 and DS3). All splicing shall be completed within a physical Collocation cage.

13.6.2.3 DCS shall be available pursuant to space availability within a physical Collocation common area and where space limitations restrict cable rack installations. BA shall process requests for DCS on a first-come, first-served basis.

13.6.2.4 If MFN vacates a Collocation node and/or a DCS arrangement and is the only CLEC utilizing a DCS arrangement in a particular Collocation common area in a Central Office, MFN shall be responsible for restoring the area housing DCS to its original condition. If MFN fails to restore the area housing DCS to its original condition, MFN shall be responsible for reimbursing BA for all costs associated with restoring the area housing DCS.

13.6.2.5 MFN shall be responsible for the installation and maintenance of all cabling and connections between the physical Collocation nodes.

13.6.2.6 MFN shall not use the BA common overhead cable racking used to Interconnect to BA for direct cabling between two physical Collocation nodes.

13.6.2.7 MFN shall adhere to BA practices and safety requirements for central office cabling (currently set forth in GR-409-CORE and the National Electrical Code), as in effect from time to time, as they relate to fire, safety, health, environmental and similar safeguards.

13.6.2.8 MFN shall be responsible for contracting directly with a BA approved vendor. If MFN requests that a qualified vendor be added to BA's list of approved vendors, BA shall not unreasonably withhold approval of such vendor.

13.6.2.9 BA shall designate locations for placement of DCS based upon space availability and where technically feasible.

13.6.2.10 The connecting transmission facilities for a DCS arrangement shall not be placed outside the physical Collocation common area of a Central Office.

13.6.2.11 When MFN occupies more than one physical Collocation node within the same common area of a Central Office, MFN may interconnect its transmission

equipment contained in such spaces using DCS. At these locations, MFN shall be responsible for supplying, installing and maintaining the cabling between MFN's different Collocation nodes.

13.6.2.12 Prior to beginning any delivery, installation, replacement, or removal work for the DCS or cabling between Collocation arrangements, MFN shall first obtain BA's written approval of MFN's proposal scheduling the work.

13.7 BA shall permit MFN to pull one fiber cable of up to 432 strands into its Collocation arrangement providing that space is available.

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

14.1 Scope

14.1.1 The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

14.1.2 Until long-term Number Portability is implemented, the Parties shall provide Interim Number Portability ("INP") to each other at the prices listed in Exhibit A. The type of INP provided is at the discretion of the Party providing the INP arrangement.

14.1.3 Upon implementation of long-term NP, the Parties shall discontinue INP arrangements in accordance with FCC orders and regulations.

14.1.3.1 Bell Atlantic will not accept orders for new INP service arrangements or orders to add new telephone numbers to existing INP service arrangements in any switch where long-term NP is commercially available.

14.1.4 At least forty-five days prior to the commercial availability of long-term Number Portability in a Central Office, both Parties shall provide updates to the Local Exchange Routing Guide (LERG) and will identify the portable switches and NXXs.

14.1.5 Under either an INP or long-term NP arrangement, MFN and BA will implement a process to coordinate Number Portability cutovers with ULL conversions (as described in Section 11 of this Agreement).

14.2 Procedures for Providing LNP

The Parties will follow the long-term Number Portability provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the long-term Number Portability ordering procedures established at the Ordering And Billing Forum (OBF).

14.3 Procedures for Providing INP Through Remote Call Forwarding

Subject to Section 14.1.3 above, INP will be provided through Remote Call Forwarding, as follows:

14.3.1 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. After Party B has received a letter of agency ("LOA") from the Customer, and Party B has sent a local service request to Party A, 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 Rate Center Area as the original telephone number(s). It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA. Party A will route the forwarded traffic to Party B over the appropriate Telephone Exchange Service trunks as if the call had originated on Party A's network.

14.3.2 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. Such billing statement shall be delivered to Party B in a mutually agreed-upon format via electronic file transfer, magnetic tape, or other mutually acceptable medium.

14.3.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, 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. Party A will cancel calling cards associated with those forwarded numbers assigned to Party B.

14.3.4 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.

14.3.5 Party A shall be permitted to cancel INP arrangements and reassign the telephone number(s) upon (a) receipt of notification from Party B or a third party that is authorized to act on behalf of the Customer or (b) 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.

14.3.6 Within two (2) business days of receiving notification from the Customer or third party authorized to act on behalf of Customer, Party B shall notify Party A of the

Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will either reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating LEC pursuant to the Customer's instructions at the time.

14.3.7 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.

14.3.8 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.

14.4 Procedures for Providing INP Through Route Index Arrangements

Upon mutual agreement, either Party may deploy a Route Index arrangement which combines direct trunks, provisioned between BA's and MFN's end offices, with trunk side routing translations. Under this arrangement, an inbound call to a ported number will be pointed at a route index that sends the call to a dedicated direct final trunk group, for the sole purpose of facilitating completion of calls to a ported number. The Parties will coordinate with each other to provide this solution in a mutually agreeable, reciprocal and administratively manageable manner so as to minimize switch resource utilization for both Parties.

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 14.3 and 14.4 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 which performs the INP (the "Performing Party") to the other Party (the "Receiving Party") for whose Customer the INP is provided.

14.5.1 The Parties shall individually and collectively make commercially reasonable efforts to track and quantify INP traffic between their networks on a monthly basis, 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 Rates as 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. INP traffic shall in no case exceed the minutes of use billed by the Receiving party for reciprocal comp.

14.5.2 By the Interconnection activation date in each LATA, the Parties shall

jointly estimate for the billing interval, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to INP'ed telephone numbers, would have been subject to (a) Reciprocal Compensation ("Recip Traffic"), (b) appropriate intrastate FGD charges ("Intra Traffic") or (c) interstate FGD charges ("Inter Traffic"). 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 State.

14.5.3 Terminating Compensation on Traffic to INP'ed Numbers shall be calculated by separating total INP minutes into Local, Intrastate, and Interstate minutes and rated as follows:

(Recip Traffic percentage INP Minutes times the Reciprocal Compensation Rate set forth in Exhibit A)

plus

(Intra Traffic percentage INP Minutes times Receiving Party's effective intrastate FGD rates)

plus

(Inter Traffic percentage INP Minutes times Receiving Party's effective interstate FGD rates).

The terminating compensation for intrastate and interstate INP traffic shall exclude those same minutes of use previously billed as Reciprocal Compensation.

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 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 Procedures for Providing NP Through Full NXX Code Migration

Where a 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.

14.7 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

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

14.7.1 The rates listed in Exhibit A for the provision of INP are appropriate amounts that each Party providing INP service should recover for the provision of those INP functionalities in BA's operating territory.

14.7.2 The Parties agree that neither Party waives its rights to advocate its views that are consistent with this subsection 14.7 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 MFN 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 To the extent required by Applicable Law and where facilities are available, 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. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally-available license agreements).

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 Subject to Section 11.0, 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 toll free service access code (e.g., 800/888/877) 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. In either case, MFN shall comply with BA's SS7 certification process prior to establishing CCS Interconnection with BA.

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

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

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

(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, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: BA shall charge MFN in accordance with Exhibit A hereto and applicable Tariffs; MFN shall charge BA rates equal to the rates BA charges MFN, unless MFN's Tariffs for CCS signaling provide for lower generally available rates, in which case MFN 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 MFN, or from MFN to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own Customers for such service, for a period of not less than four (4) months after the date the Customer changes its telephone number in the case of business Customers and not less than sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers.

18.2 Coordinated Repair Calls

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

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

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

18.2.3 MFN 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 Law with regard to Customer selection of a primary Telephone Exchange Service provider.

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) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, 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 MFN's obligations under subsection 27.1, MFN shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. MFN 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 MFN by BA pursuant to this Agreement unless MFN has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, MFN represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. MFN shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization).

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

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to Section 11.0 and upon request, BA will provide directory services to MFN in accordance with the terms set forth herein. In this Section 19, references to a MFN 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 MFN or is retained by MFN on the Customer’s behalf pursuant to Number Portability arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory.

19.1 Directory Listings and Directory Distributions

19.1.1 BA will include the MFN Customer’s primary listing in the appropriate “White Pages” directories (residence and business listings) and “Yellow Pages” directories (business listings), as well as in any electronic directories in which BA’s own Customers are ordinarily included, and directory assistance databases, and will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers. Listings of MFN’s Customers will be interfiled with listings of BA’s Customers and the Customers of other LECs included in the BA directories. Where required, MFN will pay BA the charge(s) set forth in Exhibit A for providing such service for each MFN Customer’s primary listing. MFN 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 MFN’s Customers. BA will not require a minimum number of listings per order.

19.1.2 Upon request by MFN, BA will make available to MFN a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to BA’s own business offices.

19.1.3 MFN shall provide BA with daily listing information on all new MFN Customers in the format required by BA or a mutually-agreed upon industry standard format, at no charge. The information shall include the Customer’s name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. MFN will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with MFN. BA will promptly provide MFN with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable.

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

19.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of MFN Customer listings. BA will provide MFN with a report of all MFN Customer listings no less than ninety (90) days prior to publishing date for that directory. BA will process any corrections made by MFN with respect to its listings, provided such corrections

are received prior to the close date of the particular directory. BA will provide appropriate advance notice of applicable close dates.

19.1.6 MFN will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that MFN has the right to place such listings on behalf of its Customers. BA will provide MFN, upon request, a copy of the BA listings standards and specifications manual. MFN agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, MFN 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 listing of the listing information provided by MFN hereunder.

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

19.2 Service Information Pages

BA will include all MFN NXX codes associated with the areas to which each directory pertains, to the extent it does so for BA's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. MFN's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, when MFN is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at MFN request, BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by MFN for MFN's installation, repair and Customer service and other essential local service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. MFN will be responsible for providing the necessary information to BA by the applicable close date for the particular directory. BA will provide MFN with the close dates and reasonable notice of any changes in said dates. BA shall not charge MFN for inclusion of this essential local service-oriented information, but reserves the right to impose charges on other information MFN may elect to submit and BA may elect to accept for inclusion in BA's white pages directories.

19.3 Yellow Pages Maintenance

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

19.4 Directory Assistance (DA) and Operator Services (OS)

19.4.1 Subject to Section 11.0 and upon request, BA will provide MFN with directory assistance and/or IntraLATA operator services in accordance with the rates and terms set forth in the Directory Assistance and Operator Services Agreement appended hereto as Exhibit C.

19.4.2 MFN shall arrange at its expense the trunking and other facilities required to transport to and from the designated DA and OS switch locations.

19.5 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.5.1 BLV permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. BLVI allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.

19.5.2 If either Party ("Carrier A") decides or is required by Applicable Law to offer BLV/BLVI services to enable its Customers to verify and/or interrupt calls of other Customers, the operator bureau of the other Party ("Carrier B") shall accept and respond to BLV/BLVI requests from the operator bureau of Carrier A.

19.5.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLVI request. The Local Carrier B operator will make only one BLVI attempt per operator bureau telephone request, and the applicable charges shall apply whether or not the called Customer releases the line. BLVI cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator shall respond to only one telephone number per call on requests for BLVI.

19.5.4 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. Local Carrier A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.11, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Exhibit A for the same services, facilities or arrangements; provided, however, that MFN may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that MFN may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.4 Upon request by BA, MFN shall, at any time and from time to time, provide to BA adequate assurance of payment of amounts due (or to become due) to BA hereunder. Assurance of payment of charges may be requested by BA if MFN (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to MFN by BA, (c) in BA's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with BA or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at BA's option, consist of (i) a cash security deposit in U.S. dollars held in an account by BA or (ii) an unconditional, irrevocable standby letter of credit naming BA as the beneficiary thereof and otherwise in form and substance satisfactory to BA from a financial institution acceptable to BA, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by BA, for the services, facilities or arrangements to be provided by BA to MFN in connection with this Agreement. To the extent that BA opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable BA Tariff or by Applicable Law, interest will be paid on any such deposit held by BA at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. BA may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to MFN in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by BA. The fact that a security deposit or a letter of credit is requested by BA hereunder shall in no way relieve MFN from compliance with BA's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to BA for the services, facilities or arrangements rendered.

21.0 INSURANCE

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

21.1 MFN shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 24 hereof. At a minimum and without limiting the foregoing covenant, MFN 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 Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 MFN shall name BA as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

21.3 MFN shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other proof of the foregoing insurance acceptable to BA. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Telecom Industry Services; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, MFN shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by MFN or MFN's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Pennsylvania shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until April 26, 2001 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by April 26, 2000.

22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in

advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to 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 new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

22.4 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. 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." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

22.5 If either Party requests renegotiation of this Agreement pursuant to Section 22.4 hereof, this Agreement shall remain in effect as set forth in this Section 22.0 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the passage of nine (9) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time 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 the Parties' new interconnection agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

22.6 If either Party defaults in the payment of any amount due hereunder, or if either Party materially 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 or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, **NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

24.0 INDEMNIFICATION

24.1 BA agrees to indemnify, defend and hold harmless MFN from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of BA; or

(b) made, instituted, or asserted by BA's own Customer(s) against MFN arising out of MFN's provision of services to BA under this Agreement (except for a Loss as to which MFN is obligated to indemnify BA under Section 24.2(a)).

24.2 MFN agrees to indemnify, defend and hold harmless BA from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, owned by any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of MFN; or

(b) made, instituted, or asserted by MFN's own Customer(s) against BA arising out of BA's provision of services to MFN under this Agreement (except for a Loss as to which BA is obligated to indemnify MFN under Section 24.1(a)).

24.3 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.4 A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice has prejudiced the indemnifying Party.

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

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

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

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

24.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

25.0 LIMITATION OF LIABILITY

25.1 The liability of either Party to the other Party for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or

like damages, including ,without limitation, damages for lost profits (collectively, “Consequential Damages”), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

BA shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 At such time as BA makes available to other Telecommunications Carriers purchasing Interconnection from BA the Performance Monitoring Reports described by the FCC Order in the Application of BELL ATLANTIC Corporation, Transferee, For Consent to Transfer Control of BELL ATLANTIC Corporation and its Subsidiaries, NSD-L-96-10, Memorandum Opinion and Order (August 14, 1997) (“the FCC Merger Order”), BA shall provide MFN with the Performance Monitoring Reports applicable to MFN in accordance with the requirements of said FCC Merger Order.

26.2.2 MFN agrees that the performance information included in the Performance Monitoring Reports is confidential and proprietary to BA, and shall be used by MFN solely for internal performance assessment purposes, for purposes of joint MFN and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing BA’s obligations hereunder. MFN shall not otherwise disclose this information to third parties.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. 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. In the event that any one or more of the provisions contained herein in BA’s reasonable determination is likely to adversely affect BA’s application

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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).

27.3 In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to MFN hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to MFN, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

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 State of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 MFN 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.

28.1.3 MFN 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.

28.2 Independent Contractor; Disclaimer of Agency

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. 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.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the nonperforming 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 interference (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 non-performing Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 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, that is furnished by one Party to the other Party and that:

- (a) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or
- (b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as “Confidential” or “Proprietary,” or
- (c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be “Confidential” or “Proprietary” (collectively referred to as “Proprietary Information”), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party’s Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party’s Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party’s Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party’s Proprietary Information submits the same to the Commission, the FCC or courts of competent jurisdiction, as applicable, under a request for a protective order).

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

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

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

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.4 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

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

28.6 Taxes

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

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable 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 Section 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.

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

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable 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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable 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.

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

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

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

To MFN: Dennis Codlin
Vice President, Legal Affairs & Assistant Secretary
Metromedia Fiber Network Services, Inc.
One North Lexington Avenue
White Plains, New York 10601

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may

assign this Agreement to an affiliate, with the other Party's prior written consent, 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 and that the proposed assignee is in good standing with BA. Any assignment or delegation in violation of this subsection 29.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

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

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who 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.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant

to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, 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.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on BA's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by BA which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

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

28.10 Notices

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

To MFN:

Dennis Codlin
Vice President, Legal Affairs & Assistant Secretary
Metromedia Fiber Network Services, Inc.
One North Lexington Avenue
White Plains, New York 10601

Facsimile: 914/421-7688

To BA:

Director - Interconnection Services
Bell Atlantic Telecom Industry Services

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

1095 Avenue of the Americas
Room 1423
New York, NY 10036

Facsimile: 212/704-4381

with copies to:

Vice President and General Counsel
Bell Atlantic – Pennsylvania, Inc.
1717 Arch Street, 32nd Floor
Philadelphia, PA 19103

Associate General Counsel – Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201

Facsimile: 703/974-0744

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.

28.11 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.

28.12 No Third Party Beneficiaries

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.

28.13 No Licenses

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

28.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

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

28.14.4 MFN agrees that the rights granted by BA hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between BA and BA's software vendors. MFN acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to MFN.

28.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, BA shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that BA, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate MFN's ability to provide service using certain technologies. Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. MFN shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.15 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. 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.

28.17 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.

28.18 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.

28.19 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.

28.20 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.21 Cooperation With Law Enforcement

BA may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by BA hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of

new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. BA shall not have the obligation to inform the Customers of MFN of such law enforcement requests, except to the extent required by Applicable Law. BA will inform MFN of such law enforcement requests, unless an appropriate governmental authority requests that notice to MFN be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, BA may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. BA will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by BA to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

28.22 CLEC Certification

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 26th day of April, 1999.

METROMEDIA FIBER NETWORK
SERVICES, INC.

BELL ATLANTIC - PENNSYLVANIA
INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

MFN BELL ATLANTIC Interconnection Agreement

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

PENNSYLVANIA RESIDENTIAL SERVICES

BA-IP	MFN-IP	MFN Intended Implementation Date
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BA-IP(s) shall be
either the BA Tandem
or the BA End Office.

PENNSYLVANIA BUSINESS SERVICES

BA-IP	MFN-IP	MFN Intended Implementation Date
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BA-IP(s) shall be
either the BA Tandem
or the BA End Office.

Upon the Effective Date, MFN does not intend to Interconnect with BA. Prior to Interconnection with BA, MFN and BA shall amend this Schedule.

SCHEDULE 4.2

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 subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.
2. For the termination of Meet Point Billing Traffic from an IXC to:
 - (a) MFN, at the MFN-IP in LATA in which the Traffic is to terminate.
 - (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.
3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:
 - (a) MFN, at the MFN-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 MFN's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911/E911 Tandem Office serving the area in which the MFN 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 BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.
8. For SS7 signaling originated by:
 - (a) MFN, 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).

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

(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 toll free service access code (e.g., 800/888/877) database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating MFNWire Center is located, over a CCSAC link. Alternatively, MFNmay 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, MFNmay 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.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

SCHEDULE 5.6

APPLICABLE FACTORS for Pennsylvania

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA	MFN	ALL	0	95
MFN	BA	ALL	10	80

CUSTOMER: MFN

STATE: Pennsylvania

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

MFN ACNA to be used when ordering Interconnections Trunks: _____

MFN CIC to be used when ordering Interconnection Trunks: _____

Upon the Effective Date, MFN does not intend to Interconnect with BA. Prior to Interconnection with BA, MFN and BA shall amend this Schedule.

MFN/BA-PA

SCHEDULE 6.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from MFN Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	MFN
Local Switching	MFN
Interconnection Charge	MFN
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 MFN Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	MFN
Local Switching	MFN
Interconnection Charge	MFN
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), MFN 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 MFN's NID;

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

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

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

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

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

5. In no case shall MFN 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 MFN 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. MFN 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. MFN 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 MFN to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Tandem Switching

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

SCHEDULE 12.3

SUPPORT SERVICES FOR RESALE

1. **BA OSS SERVICES**

1.1 **Definitions**

As used in the Schedule 12.3, the following terms shall have the meanings stated below:

1.1.1 “BA Operations Support Systems” means BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “BA OSS Services” means access to BA Operations Support Systems functions. The term “BA OSS Services” includes, but is not limited to: (a) BA’s provision of MFN Usage Information to MFN 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 MFN.

1.1.4 “BA OSS Information” means any information accessed by, or disclosed or provided to, MFN through or as a part of BA OSS Services. The term “BA OSS Information” includes, but is not limited to: (a) any Customer Information related to a BA Customer or a MFN Customer accessed by, or disclosed or provided to, MFN through or as a part of BA OSS Services; and, (b) any MFN Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, MFN.

1.1.5 “BA Retail Telecommunications Service” means any Telecommunications Service that Bell Atlantic provides at retail to subscribers that are not Telecommunications Carriers. The term “BA Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by BA.

1.1.6 “MFN Usage Information” means the usage information for a BA Retail Telecommunications Service purchased by MFN under this Agreement that BA would record if BA was furnishing such BA Retail Telecommunications Service to a BA end-user retail Customer.

1.1.7 “Customer Information” means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 **BA OSS Services**

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

1.2.1 Upon request by MFN, BA shall provide to MFN, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), BA OSS Services.

1.2.2 Subject to the requirements of Applicable Law, BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services that will be offered by BA, shall be as determined by BA. Subject to the requirements of Applicable Law, BA shall have the right to change BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services, from time-to-time, without the consent of MFN.

1.3 MFN Usage Information

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

1.3.2 MFN Usage Information will be available to MFN through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 MFN Usage Information will be provided in a Bellcore Exchange Message Records (“EMR”) format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by BA.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, MFN Usage Information will be provided to MFN shall be determined by BA.

1.5 Access to and Use of BA OSS Facilities

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

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

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

1.5.4 MFN 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 MFN's use under this Schedule 12.3.

1.5.5 MFN shall comply with all practices and procedures established by BA for access to and use of BA OSS Facilities (including, but not limited to, BA practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of BA OSS Facilities, and all access and user identification codes for BA OSS Facilities: (a) shall remain the property of BA; (b) shall be used by MFN only in connection with MFN's use of BA OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by MFN as Confidential Information of BA pursuant to subsection 29.4 of the Agreement; and, (d) shall be destroyed or returned by MFN to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.5.7 MFN's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for MFN's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by MFN's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 29.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 12.3.

1.6 BA OSS Information

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

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

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

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

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

1.6.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to MFN any right or license to grant sublicenses to other persons, or permission to other persons (except

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

MFN's employees, agents or contractors, in accordance with Section 1.6.3.5 below, to access, use or disclose BA OSS Information.

1.6.3.5 MFN's employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for MFN'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 MFN's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 29.4 of the Agreement and Section 1.6.3.3 above.

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

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

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

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

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

1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of MFN pursuant to subsection 29.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.

1.6.6 MFN 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.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

1.7 Liabilities and Remedies

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

1.7.2 MFN agrees that BA would be irreparably injured by a breach of Sections 1.5 or 1.6 above by MFN or the employees, agents or contractors of MFN, and that BA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by BA of any right with regard to protection of the confidentiality of the information of BA or BA Customers provided by Applicable Law.

1.9 Cooperation

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

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

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

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

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

1.10 BA Access to Information Related to MFN Customers

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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

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

2. BELL ATLANTIC PRE-OSS SERVICES

2.1 As used in this Schedule 12.3, "BA Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a BA OSS Service and which BA offers to provide to MFN prior to, or in lieu of, BA's provision of the BA OSS Service to MFN. 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 MFN.

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

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

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in BA's Tariffs or, in the absence of an applicable BA Tariff price, in Exhibit A or, if not set forth in either, as may be determined by BA from time to time. If BA at any time offers another resale support service the prices for which are not stated in BA's Tariffs or Exhibit A, BA shall have the right to revise Exhibit A to add such prices.

SCHEDULE 26.1

PERFORMANCE INTERVAL DATES FOR SPECIFIED ACTIVITIES

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE(2)
(i) <u>Unbundled Local Loop Installation(1)</u>	
1-10 Loops per service order	6 business days from BA's receipt of valid service order
11-20 Loops per service order	10 business days from BA's receipt of valid service order
21 + Loops per service order	To be negotiated on order-by-order basis
(ii) <u>Interim Number Portability Installation</u>	
1-10 Numbers per service order	6 business days from BA's receipt of valid service order
11-20 Numbers per service order	10 days from BA's receipt of valid service order
21 + Numbers per service order	To be negotiated on order-by-order basis
(iii) <u>Out-of-Service Repairs</u>	Less than 24 hours from BA's receipt of notification of out-of-service condition

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

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

SCHEDULE 26.2

PERFORMANCE REPORTING

The following additional descriptions shall apply to the Schedules 26.2A to 26.2D that are appended hereto:

Schedule 26.2A (MFN-Specific) will report the statewide performance of BA for the services provided to MFN for the preceding calendar quarter for the measures set forth in the report and defined in Schedule 26.2E. The dates in the cells in Schedule 26.2A are the dates of the beginning of the first calendar quarter for which BA will be able to provide the information in that cell. Where the date is accompanied by the letters “TBD” (“to be determined”), the date in that cell is BA’s then-current best estimate and target, but not yet a commitment. BA will make commercially reasonable efforts to meet the “TBD” dates and will inform MFN of any potential change in those dates if and when that potential appears.

Schedule 26.2B (BA, including BA affiliates) will report statewide, system-wide performance of BA, including for the services provided to affiliate companies of BA, for the preceding calendar quarter for the measures set forth in the report and defined in Schedule 26.2E. The dates in the cells in 2.2B have the same meanings as those described above for Schedule 26.2A.

Schedule 26.2C (Top 3 Carriers) will report the statewide performance of BA for the services provided to the largest three Telecommunications Carriers interconnecting with or purchasing services from BA pursuant to Sections 251 and 252 of the Act, combined, for the preceding calendar quarter for the measures set forth in the report and defined in Schedule 26.2E. The dates in the cells in Schedule 26.2C have the same meanings as those described above for Schedule 26.2A. In order to preserve the confidentiality of other carriers’ information, results for a service (report column) will only be produced on this report if all three carriers purchased the reported service in that calendar quarter.

Schedule 26.2D (10 Largest Retail Customers) will, at such time as BA is able to collect and report such information, and upon agreement regarding compensation for the collection and reporting of such information, if any, report statewide performance of BA for the services provided to its ten largest retail Customers for the preceding calendar quarter for the measures set forth in the report and defined in Schedule 26.2E. The cells in Schedule 26.2D are all marked “TBD” (“to be determined”) without an accompanying estimated date because BA has not yet determined that the collection and reporting of this information is feasible, and if it is, when such reporting might be available. BA agrees, however, that it will continue its commercially reasonable assessment of the feasibility of collecting and reporting this information and will promptly report to MFN the results of that assessment and the availability of such information at such time as BA develops the capability to collect and report it for BA’s own internal use.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

Schedule 26.2A

**MFN MEASUREMENT REPORTS
MFN SPECIFIC**

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

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

Schedule 26.2B

**MFN MEASUREMENT REPORTS
STATEWIDE, INCLUDING BA AFFILIATES**

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

Schedule 26.2C

**MFN MEASUREMENT REPORTS
TOP 3 CARRIERS**

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

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

Schedule 26.2D

**MFN MEASUREMENT REPORTS
10 LARGEST RETAIL CUSTOMERS**

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

Schedule 26.2E

MFN MEASUREMENT REPORTS

COLUMN & ROW DEFINITIONS

COLUMN HEADINGS

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

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

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

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

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

INSTALLATION CATEGORIES

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

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

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

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

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

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

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

SERVICE QUALITY CATEGORIES

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

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

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

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

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

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

m): Failure Frequency Percent: This measurement is the total number of Network Troubles "1", divided by the total number of circuits that MFN has purchased from BA. The result expressed as a percentage.

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

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

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

2. Add all of the measurable time (hours and minutes) for only the Network Reports to establish the total non service availability hours for the report period.
3. Subtract the "non service availability" hours from the "total service availability" hours and divide the result by the "total service availability" hours and display this as a percentage.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

EXHIBIT A

BELL ATLANTIC - PENNSYLVANIA, INC.

DETAILED SCHEDULE OF ITEMIZED CHARGES

A. BA SERVICES, FACILITIES, AND ARRANGEMENTS:¹

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

I. Local Call Termination²

Traffic Delivered at BA End Office

\$.001864/MOU

Not Applicable

Traffic Delivered at BA Tandem

\$.002902/MOU

Not Applicable

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 Order,
\$353.70/Initial
Facility &
\$24.00/Additional
Facility (if purchased
when initial facility
ordered)

DS-1

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

DS-3

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

DDS

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

B. Common Transport

¹ Unless a citation is provided to a generally applicable BA tariff, all listed rates and services are available only to MFN 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 MFN 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:

Tandem Switching
Transport Fixed
Transport Per Mile

\$.000836/MOU
\$.000152/MOU
\$.000004/MOU

Not Applicable
Not Applicable
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
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

<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	
F. Transit Arrangements (for Interconnections between MFN 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 Switching³		
A. Local Switching Ports		
POTS/PBX/Centrex	\$2.67/Port/Month	\$1.05/Service Order Per Port: \$2.97/Installation \$1.32/Disconnect
ISDN (BRI)	\$10.28/Port/Month	\$1.05/Service Order Per Port: \$2.97/Installation \$1.32/Disconnect
ISDN (PRI)	\$135.13/Port/Month	\$1.05/Service Order Per Port: \$113.36/Installation \$1.32/Disconnect
Public/Semi-Public	\$3.52/Port/Month	\$1.05/Service Order Per Port: \$2.97/Installation \$1.32/Disconnect
DID	\$5.98/Port/Month	\$1.05/ Service Order Per Port: \$692.07/Installation \$1.32/Disconnect
B. Tandem Switching Usage	\$.0008360/MOU	Not Applicable
C. Local Switching Usage		
Originating With Vertical Features	\$.011067/MOU	Not Applicable
Terminating With Vertical Features	\$.006143/MOU	Not Applicable

³ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, BA may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

IV. Unbundled Loops

POTS (Analog 2-Wire)

Density Cell:
1 - \$11.52/Month
2 - \$12.71/Month
3 - \$16.12/Month
4 - \$23.11/Month

Service Order: \$1.05
Installation:
If premises visit not required - \$2.97 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$66.85, initial loop; \$22.59, additional loop

Disconnect:
\$1.32 per loop

ISDN

Density Cell:
1 - \$13.16/Month
2 - \$14.35/Month
3 - \$17.75/Month
4 - \$24.74/Month

Service Order: \$1.05
Installation:
If premises visit not required - \$12.91 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$76.78, initial loop; \$32.52, additional loop

Disconnect:
\$1.32 per loop

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

IV. Unbundled Loops (Continued)

Customer Specified Signaling - 2 Wire

Density Cell:

- 1 - \$11.52/Month
- 2 - \$12.71/Month
- 3 - \$16.12/Month
- 4 - \$23.11/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
2 Wire & 4 Wire HDSL Loops
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.

TBD
TBD
TBD

TBD
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

<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 \$544.36/Initial
Virtual DS1 with CFA (24DS0s with IDLA)	\$44.08/Month	Installation & \$210.46/Additional Installations

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

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

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

Service Modification

DTMF Update

\$.1080/Occurrence

Not Applicable

Switch Based Announcement

\$.005/Announcement

Not Applicable

VIII. Directory Listings & Books

Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to BA-PA end user business customers for which no specific charge applies.

Not Applicable

Not Applicable

Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)

Retail rates less wholesale discount. For retail rates see BA-PA tariff No. 1 sec. 5.B.

Books & delivery (annual home area directories only)

No charge for normal numbers of books delivered to end users; bulk deliveries to MFN per separate arrangement

<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	

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

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 Services⁴

Resale of retail services if MFN provides own operator services platform	20.69%	
Resale of retail services if MFN uses Bell Atlantic operator services platform	18.43%	
Pennsylvania Gross Receipts Tax Discount	Discount as per BA-PA PUC 1 sec. 1.8.1 tariff.	

⁴ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

Pending establishment of mechanized billing procedures adapted to resale, BA will apply the wholesale discount for resale as a “bottom-of-the-bill” discount rate and will utilize a “true-up” process to correct possible inadvertent application of the wholesale discount to the exclusions identified herein and to reflect other adjustments as the Companies agree.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
B. MFN SERVICES, FACILITIES, AND ARRANGEMENTS:		
<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Call Termination⁵		
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 MFN FCC exchange access tariff.	
Intrastate	Per MFN PA tariff exchange access tariff.	
IV. Local Dialing Parity		
No Charge		
V. All Other MFN Services Available to BA for Purposes of Effectuating Local Exchange Competition		
Available at MFN's tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to MFN.		
VI. Other Services		
Information Service Billing Fee	\$.03/Call	No Charge

⁵ 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 MFN

1. Single-tiered interconnection structure:

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

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

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

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

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

C. Miscellaneous Notes

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

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

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

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

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

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

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9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

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

EXHIBIT C

**DIRECTORY ASSISTANCE AND INTRALATA
OPERATOR SERVICES AGREEMENT**

THIS AGREEMENT is made, effective this ____ day of _____ 19____, by and between **Bell Atlantic - _____, Inc.**, (hereinafter referred to as “Bell Atlantic”), a _____ corporation, with offices at _____, and _____, hereinafter referred to as “Carrier”, a _____ corporation with offices at _____.

1. SCOPE AND TERM OF AGREEMENT

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

1.2 Term The initial term of this Agreement shall be one (1) year 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 one (1) year unless either party provides written notice to the other of its intent to terminate at least three (3) months prior to the expiration of the then current term.

2. DESCRIPTION OF SERVICES

2.1 Directory Assistance (DA) Service

a) Directory Assistance Service shall consist of the provisioning 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. 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.

2.2 IntraLATA Operator Services (OS) IntraLATA Operator Services consist of the live and automated processing of local and IntraLATA toll call completion operator services specified in Appendix B. These include the processing of collect, card and bill-to-third party calls; busy line

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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 Customized Branding Customized Branding is a service that permits the Carrier to deliver a customized announcement to its callers, identifying the Carrier as the Customer service provider. Carrier shall provide the information and materials needed for the recorded announcement, as specified by Bell Atlantic. Customized Branding may also require that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or Operator Services 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. 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.

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. Bell Atlantic, if requested, shall provide Carrier with an estimate of the charges for such custom-designed supplements, changes, or options prior to implementation.

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 fully completed Technical Questionnaire, will be furnished by Carrier within forty-five (45) days following the effective date of this Agreement. 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 Test Date Bell Atlantic and Carrier will arrange for joint testing of Service(s) for Carrier's local exchange Customer in the LATA(s) designated in Section 1.1. This Test Date will occur within ninety (90) days after Carrier has provided a complete and accurate Technical Questionnaire to Bell Atlantic, unless mutually agreed otherwise.

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

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3.4 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 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

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, Collocation, and signaling arrangements as required by Bell Atlantic to provide Services to Carrier, including but not limited to, the transportation of DA/OS traffic to the Bell Atlantic designated switches for processing and from the same switches for completion. Separate dedicated trunks for each NPA and/or LATA may be required. Any trunks or other transport and that Carrier obtains from Bell Atlantic to deliver Carrier's calls to and from Bell Atlantic shall be provided pursuant to the applicable Tariffs, Interconnection Agreement, or other contractual arrangements, and not under this Directory Assistance and Operator Services 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 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, 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 Services 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.

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5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Services or from the date of billing for the Services, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate specified for late payments in the Interconnection Agreement between Bell Atlantic and Carrier.

5.3 Billing Disagreements Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. Billing disputes will be resolved by the method specified in the Interconnection Agreement between Bell Atlantic and Carrier.

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, 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

a) If Carrier terminates this Agreement prior to the Cutover Date, Carrier shall pay Bell Atlantic the sum of twenty-five thousand dollars (\$25,000) per discontinued service for each affected LATA.

b) 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 provide Services, Carrier shall pay Bell Atlantic an amount equal to 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 the charges for the month with the highest usage multiplied by the number of months remaining in the then-current term.

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

7.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 7.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless (a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, (b) has been or is subsequently made public by the disclosing party, or (c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential information to any other parties. The parties agree to advise their respective employees, agents, and representatives to take such action as may be advisable to preserve and protect the confidentiality of such information.

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

8. RELATIONSHIP OF THE PARTIES

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

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

9. GENERAL CONDITIONS

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9.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, without such consent, to its parent, affiliate or subsidiary, provided that the assignee has the resources, legal authority, and ability to perform all terms of this Agreement. Thirty (30) days advance notice of such assignment shall be provided to the other party.

9.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of the State of Delaware.

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 either: 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, or nationally recognized courier service:

For Bell Atlantic: _____

For Carrier: _____

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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, 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, 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 -
_____, **INC.**

FOR CARRIER

Name: _____

Name: _____

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Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

(Insert Appendix A Here)

APPENDIX B

INTRALATA OPERATOR SERVICES CALL TYPES

IntraLATA 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. 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.

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- (iv) Individuals with Disabilities: Bell Atlantic operator assists a caller requiring dialing assistance due to a disability.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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 may be 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. Trunking and translations information

APPENDIX D

OPTIONAL SERVICE SELECTION FORM

SERVICE	MINIMUM SERVICE PERIOD	CHARGE	SERVICE SELECTION
Directory Assistance Call Completion	12 months	\$.27/call	Yes <input type="checkbox"/> No <input type="checkbox"/>

EXHIBIT D

INTRALATA TELECOMMUNICATIONS SERVICES SETTLEMENT AGREEMENT

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

SECTION I

SCOPE

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

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

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

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

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

(3) intraLATA toll free service access code (e.g. 800/888/877) Traffic; and

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

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

SECTION II

DEFINITIONS

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

- A. Toll Free Service Access Code (e.g. 800/888/877) Number Database shall mean the call management service database that provides POTS telephone number translation or routing information or both for a given Toll Free Service Access Code (e.g. 800/888/877) telephone number.
- B. Toll Free Service Access Code (e.g. 800/888/877) Traffic means a toll free call originating with the Originating Company and billed to the Terminating Company's end user. Toll Free Service Access Code (e.g. 800/888/877) MOUs are recorded by the Originating Company and provided to the Terminating Company so that it can bill its end user(s).
- C. Access Tandem shall mean a switching entity that is used to connect and switch trunk circuits between and among End Offices and between and among End Office switches and carriers' aggregation points, points of termination, or points of presence, which entity has billing and recording capabilities that are used to provide switched Exchange Access services.
- D. Alternately Billed Calls shall mean all intraLATA land-line Collect Calls, Calling Card Calls and Third-Number Calls that originate and terminate in the _____ of _____ and are billed to a line-based number within the jurisdiction of the _____ of _____ serviced by the Billing Company. Alternately Billed Calls are identified in ITORP reports as "Received Collect/Sent Collect Calls".
- E. Basic Toll Free Service Access Code (e.g. 800/888/877) Number Query shall mean routing information obtained from an Toll Free Service Access Code (e.g. 800/888/877) Number Database for originating Toll Free Service Access Code (e.g. 800/888/877) 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 Toll Free Service Access Code (e.g. 800/888/877) Traffic. Such carrier common line facilities are as specified in each party's Exchange Access Tariff.

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- I. Category 01 shall mean the EMR/billing record for usage charges applicable to the terminating Toll Free Service Access Code (e.g. 800/888/877) number service subscriber.
- J. Category 08 shall mean the EMR/copy record containing the information necessary for Carrier to bill/settle intraLATA terminating charges with other carriers.
- K. Category 11 shall mean the EMR/access record containing information necessary for Carrier to bill/settle interexchange access charges.
- L. CCS/SS7 shall mean the Common Channel Signaling/Signaling System 7, which refers to the packet-switched communication, out-of-band signaling architecture that allows signaling and voice to be carried on separate facilities, and thus is a signaling network that is common to many voice channels. There are two modes of operation defined for CCS/SS7: database query mode, and trunk signaling mode.
- M. Centralized Message Distribution System (CMDS) shall mean the message processing system which handles the distribution of Message Records from the Earning Company to the Billing Company.
- N. Certified Local Exchange Carrier (CLEC) means a carrier certified by the _____ to provide Local Exchange Access services within the BA-__ operating territory in that state.
- O. Collect Call shall mean a non-sent paid call that is billed to the number receiving the call, including calls dialed or serviced by an operator system.
- P. Discounted Toll Services means services in which the originating end user is charged a rate less than would normally be assessed for calls placed to similar points outside the end user's local calling area.
- Q. Earning Company shall mean the Local Exchange Carrier that provides local Telephone Exchange Service for the number from which an Alternately Billed Call originates.
- R. End Office means the end office switching and end user line termination facilities used to originate or terminate switched intraLATA Telecommunications Services traffic.
- S. Exchange means a geographic area established for the furnishing of local telephone service under a local Tariff. It usually embraces a city, town or village and its environs. It consists of one or more Wire Centers together with the associated facilities used in furnishing communications service within the area.

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T. Exchange Access means the facilities and services used for the purpose of originating or terminating interexchange Telecommunications in accordance with the schedule of charges, regulations and conditions specified in lawfully established Exchange Access Tariffs.

U. Exchange Access Tariffs means the Tariffs lawfully established with the Federal Communications Commission or the _____ by an Exchange Carrier for the provision of Exchange Access facilities and services.

V. Exchange Carrier shall mean a carrier licensed to provide Telecommunications Services between points located in the same Exchange area.

W. Exchange Message Record (EMR) shall mean the standard used for exchange of Telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is described in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. document that defines industry standards for Exchange Message Records, which is hereby incorporated by reference.

X. ITORP Transit Service Traffic shall have the meaning set forth in Section I above titled "Scope".

Y. Independent Telephone Company shall mean any entity other than BA-__ which, with respect to its operations within the _____ of _____, is an incumbent Local Exchange Carrier.

Z. Inter-Company Net Billing Statement shall mean the separate monthly financial reports issued by BA-__ under ITORP to the Exchange Carriers for settlement of amounts owed.

AA. IntraLATA Toll Originating Responsibility Plan (ITORP) shall mean the information system owned and administered by BA-__ for calculating charges between BA-__ and Local Exchange Carriers for termination of intraLATA calls.

BB. Interexchange Carrier (IXC) means a carrier that provides, directly or indirectly, InterLATA or intraLATA telephone toll services.

CC. Local Access and Transport Area (LATA) means a contiguous geographic area: (1) established before the date of enactment of the Telecommunications Act of 1996 by BA-__ such that no Exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or state, except as expressly permitted under the AT&T Consent Decree; or (2) established or modified by BA-__ after such date of enactment and approved by the Federal Communications Commission.

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DD. Local Exchange Carrier (LEC) means any person that is engaged in the provision of Local Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332 (c) of the Telecommunications Act of 1996, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term.

EE. Local Exchange Service means Telecommunications Services provided between points located in the same LATA.

FF. Meet -Point Billing (MPB) means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a switched access Local Exchange Service to one of the LECs' End Office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs.

GG. Meet-Point Transit Service Traffic shall have the meaning set forth in Section 1, "Scope".

HH. Message Records shall mean the message billing record in Exchange Message Record format.

II. Message Telecommunications Service (MTS) means message toll telephone communications, including Discounted Toll Services, between end users in different Exchange areas, but within the same LATA, provided in accordance with the schedules of charges, regulations and conditions specified in lawfully applicable Tariffs.

JJ. Minutes of Use (MOU) means the elapsed time in minutes used in the recording of Transit Service Traffic and Toll Free Service Access Code (e.g. 800/888/877) 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.

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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 Toll Free Service Access Code (e.g. 800/888/877) 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 Toll Free Service Access Code (e.g. 800/888/877) Traffic.)

OO. Third-Number Call shall mean a call billed to a subscriber's line-based billing number which is not the number to which the call either terminates or originates.

PP. Transit Traffic shall refer to both ITORP Transit Service Traffic and Meet-Point Transit Service Traffic.

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

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

SECTION III

SETTLEMENT OF TRANSIT SERVICES

(a) ITORP Transit Service Traffic.

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

(2) Exchange of Billing Data. The Originating Company will provide to BA-__ all billing data relating to ITORP Transit Service Traffic for processing in ITORP within fourteen (14) days from the date the usage occurs (to the

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extent usage occurs on any given day) for traffic originating from an Independent Telephone Company or wireless carrier, which traffic transits BA-PA's facilities and terminates to Carrier.

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

(b) Meet-Point Transit Service Traffic.

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

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

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

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

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

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

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

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

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

SECTION V

Toll Free Service Access Code (e.g. 800/888/877) SERVICE

Toll Free Service Access Code (e.g. 800/888/877) Traffic will be exchanged among BA, Carrier, Independent Telephone Companies, CLECs and wireless carriers via CCS/SS7 trunks, and all will deliver/route these calls as appropriate and provide EMRs to the Terminating Company to enable it to bill its Toll Free Service Access Code (e.g. 800/888/877) service subscriber. These EMRs will, per industry standards, include the following: Category 01 (Toll Free Service Access Code (e.g. 800/888/877) number subscriber billing), Category 08 (copy record/local exchange charges), and Category 11 (Interexchange Carriers access records).

(a) Delivery of Translated Toll Free Service Access Code (e.g. 800/888/877) Number Queries and calls over CCS/SS7 Links and trunks. BA-__ and Carrier will launch their own Basic MFN/BA-PA

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Toll Free Service Access Code (e.g. 800/888/877) Number Query for Toll Free Service Access Code (e.g. 800/888/877) 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 Toll Free Service Access Code (e.g. 800/888/877) Traffic hereunder shall be subject to the appropriate access charges, as set forth in the applicable Tariffs. In addition, for jointly provided intraLATA Toll Free Service Access Code (e.g. 800/888/877) Traffic between two Local Exchange Carriers, the Originating Company is responsible for billing its Tariffed Basic Toll Free Service Access Code (e.g. 800/888/877) Number Query charge to the Terminating Company. Carrier, when acting as an Originating Company, must submit to BA-__, via magnetic tape(s) in EMR format, (i) the information necessary to bill/settle intraLATA charges (EMR Category 110125), and (ii) the usage charges applicable to the terminating Toll Free Service Access Code (e.g. 800/888/877)-number service subscriber (EMR Category 010125). In the event any of these records are lost or destroyed, BA-__ and Carrier will jointly estimate the terminating access charges due to either party hereunder as follows:

- (1) Total the terminating traffic compensation paid with respect to Toll Free Service Access Code (e.g. 800/888/877) Traffic to each party hereunder for the most recent six (6) months period preceding the month covered by the lost or destroyed tapes.
- (2) Divide the total determined in (1) preceding, by 180 days.
- (3) Multiply the terminating traffic compensation per day determined in (2) preceding, by the number of days covered by the lost or destroyed tapes. The calculated amount will be included as an adjustment for lost or destroyed tapes in the next Inter-Company Net Billing Statement.

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

(c) Settlement. EMR records submitted by Carrier hereunder acting as an Originating Company, as contemplated in Paragraph (b) above, will be processed in accordance with ITORP. For purposes of calculating the access charges due Local Exchange Carriers with respect to Toll Free Service Access Code (e.g. 800/888/877) Traffic, the Originating Company shall be deemed the Terminating Company. Access charges payable hereunder shall be calculated in accordance with Section VII of this Agreement, as applicable.

SECTION VI

ALTERNATELY BILLED CALLS

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

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

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

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

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

SECTION VII

CALCULATION OF COMPENSATION

BA-___ and Carrier agree to compensate each other with respect to Transit Services Traffic and Toll Free Service Access Code (e.g. 800/888/877) 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.

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(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-___. BA-___ shall:

1. Operate and maintain the ITORP system.
2. Provide the requirements and standards for ITORP records and tapes (ITORP User Guide).
3. Inform Carrier of any proposed change in tape creation or distribution process at least sixty (60) days prior to the actual implementation of the change.
4. Develop and implement all system enhancements required to maintain the integrity of BA-PA's ITORP system.
5. Process ITORP tapes received from Carrier, or its agent, during the next available billing cycle.
6. Review and analyze daily pre-edit reports to determine if a tape is acceptable for ITORP processing; provided, however, that Carrier is not absolved, as the Originating Company, from its responsibility to conform to ITORP input requirements.
7. Communicate with Carrier, or its agent, to resolve the problems with tapes which are identified as being unacceptable for ITORP processing.
8. Create and/or maintain all ITORP tables.
9. Include the monthly compensation due to and from Carrier as identified by ITORP on the Inter-Company Net Billing Statement. The compensation includes Toll Free Service Access Code (e.g. 800/888/877) 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 Toll Free Service Access Code (e.g. 800/888/877) Traffic and Alternately Billed Services traffic originating from and/or terminating to Carrier.
11. Distribute monthly ITORP reports.

(b) Responsibilities of Carrier. Carrier shall:

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

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

SECTION IX

LIABILITIES

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

SECTION X

RELATIONSHIP OF THE PARTIES

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

SECTION XI

TERM AND TERMINATION

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

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

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

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

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

SECTION XII

NETWORK CONFIGURATION

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

SECTION XIII

CONSTRUCTION AND EFFECT

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

SECTION XIII

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Entire Agreement. This Agreement, including all Attachments and Schedules attached

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hereto, contains the entire agreement, and supersedes and voids any prior understanding, between BA-__ and Carrier regarding the subject matter hereof.

MFN BELL ATLANTIC Interconnection Agreement for Pennsylvania

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

Witness: [Carrier]

_____ By:

Witness: Bell Atlantic - _____, Inc.

_____ By:

ATTACHMENT A

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

A. Bell Atlantic - _____, Inc. charges the following rates for providing ITORP services:

Rate Per Message/ Month

1. Administrative Charge \$
2. Processing Charge Elements:
 - a. Terminating Traffic \$
 - b. Minute/Message \$
 - c. Toll Free Service Access Code (e.g. 800/888/877) Message \$
 - d. Net Compensation \$
 - e. Collected Revenue Processing Charge \$
3. Minimum Monthly Fee \$
4. Alternately Billed Calls \$

ATTACHMENT B

I.

Message Telecommunications Service - Terminating to Carrier

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

II.

Toll Free Service Access Code (e.g. 800/888/877) - Terminating to or originating from Carrier Customers

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

III.

Local Exchange - Terminating to Carrier

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

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (“Amendment”), effective as of February 2, 2007 (the “Amendment Effective Date”), amends each interconnection agreement in the Verizon East service territory (as listed in Attachment 1 hereto) between a Verizon incumbent local exchange carrier (“ILEC”) affiliate (individually and, collectively, “Verizon” or the “Verizon Parties”) and a competitive local exchange carrier (“CLEC”) affiliate of One Communications Corp. (individually and, collectively, “One Communications” or the “One Communications Parties”) (such interconnection agreements being referred to herein individually as an “Interconnection Agreement” and collectively as the “Interconnection Agreements”). This Amendment also supplements, in the State of New York, the arrangements under which Verizon and Choice One Communications of New York Inc. (“Choice One NY”) are operating. Verizon and One Communications are referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Verizon and One Communications are Parties to the Interconnection Agreements; and

WHEREAS, One Communications or one or more of its affiliates is a party in *A.R.C. Networks Inc., et al., v. Verizon New York Inc.*, NYPSC Case No. 04-C-0882 (the “A.R.C. Complaint Proceeding”) in which the complainants alleged various issues regarding Verizon’s billing and collections practices and sought certain relief from the New York Public Service Commission (“NY PSC”); and

WHEREAS, Verizon subsequently filed an answer in the A.R.C. Complaint Proceeding in which Verizon, among other things, disputed the validity of the complainants' claims and asserted that the relief sought by the complainants would be unlawful and/or unnecessary; and

WHEREAS, the Parties have agreed on a resolution of the issues raised in the A.R.C. Complaint Proceeding and wish to amend the Interconnection Agreements (and, in the case of Choice One NY, in the State of New York, also wish to supplement the arrangements under which Verizon and Choice One NY are operating) to reflect their agreements on certain billing and related matters associated with Services as set forth in Attachment 2 hereto.

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

1. Amendment to the Interconnection Agreement(s). The Parties agree that the terms and conditions set forth in Attachment 2 hereto, which are incorporated herein by reference, shall amend the Interconnection Agreement(s) (and, in the case of Choice One NY, in the State of New York, shall also supplement the arrangements under which Verizon and Choice One NY are operating) and govern the Parties' mutual rights and obligations with respect to the provisions set forth therein.

2. Conflict between this Amendment and the Interconnection Agreement(s). This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement(s) (and, in the case of Choice One NY, in the State of New York, shall be deemed to supplement the arrangements under which Verizon and Choice One NY are operating) 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(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, not in the arrangements under which Verizon and Choice One NY are operating), or in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, in the arrangements under which Verizon and Choice One NY are operating), 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 by facsimile in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Signatures on facsimile copies of this Amendment shall bind the Parties as if such signatures were original signatures.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.

6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), 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(s) (or, in the case of Choice One NY, in the State of New York, the terms and provisions of the arrangements under which Verizon and Choice One NY are operating), shall remain in full force and effect after the Amendment Effective Date; provided, however, that nothing in this Amendment shall be deemed to amend or extend the term of the Interconnection Agreement(s) (or, in the case of

Choice One NY, in the State of New York, the term of the arrangements under which Verizon and Choice One NY are operating), or to affect the right of either Party to exercise any right of termination it may have under the Interconnection Agreements (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating); provided further that the rights and responsibilities of the Parties that may survive the termination of the Interconnection Agreements, as set forth below, are not affected by this Section 6. The Interconnection Agreements, as revised and supplemented by this Amendment, may be referred to individually as an "Amended Agreement" and collectively as the "Amended Agreements." For the avoidance of any doubt, this Amendment does not bind (a) One Communications except in the District of Columbia, the States of Connecticut, Delaware, Maine, Maryland, New Hampshire, New Jersey, New York, Rhode Island, Vermont, Virginia or West Virginia, or the Commonwealths of Massachusetts or Pennsylvania (collectively, including, without limitation, the District of Columbia, the "States"), and only with respect to those Verizon affiliates specifically named in Attachment 1 and then only with respect to the Services (as defined in Attachment 2) that are provided in the States or (b) Verizon with respect to any One Communications affiliate other than those One Communications affiliates specifically named in Attachment 1 and then only with respect to the Services (as defined in Attachment 2) provided in the States.

7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, except for movement of the Amendment Effective Date to some date within ninety (90) days after February 2, 2007, each Party shall have the right to terminate this Amendment after thirty (30) days advance written notice. Furthermore, Verizon may terminate this Amendment immediately upon written notice upon either of the following: (a) if the complainants in the A.R.C. Complaint proceeding fail to file, no later than five (5) business days after the Amendment Effective Date, a written withdrawal and request that the New York Public Service Commission close and dismiss the A.R.C. Complaint Proceeding, or (b) if the New York Public Service Commission fails to close and dismiss the A.R.C. Complaint Proceeding within ninety (90) days after the Amendment Effective Date.

SIGNATURE PAGE

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

**THE ONE COMMUNICATIONS
PARTIES**

THE VERIZON PARTIES

By: _____

By: _____

Printed: James P. Prenetta, Jr.

Printed: Jeffrey A. Masoner

Title: Executive Vice President, Secretary, and
General Counsel

Title: Vice President – Interconnection Services
Policy & Planning

Date:

Date:

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Conversent Communications of Connecticut, LLC	Verizon New York Inc., d/b/a Verizon New York, f/ka New York Telephone Company, d/b/a Bell Atlantic - New York	CT	3/20/2002	1
CTC Communications Corp.	Verizon New York Inc., d/b/a Verizon New York, f/ka New York Telephone Company, d/b/a Bell Atlantic - New York	CT	3/8/2001	3
CTC Communications	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	DC	8/13/1998	3
CTC Communications Corp.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	DC	4/8/2002	2
CTC Communications	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	8/17/1998	3
CTC Communications Corp.	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	1/18/2002	1
Lightship Telecom, LLC	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	6/14/2000	5
Choice One Communications of Massachusetts Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	5/24/1999	2
Conversent Communications of Massachusetts, Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	6/4/2001	3
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	7/14/2000	3

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	1/23/2002	5
CTC Communications	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	8/19/1998	3
CTC Communications Corp.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	7/18/2002	1
FiberNet, LLC	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	9/20/2002	1
Choice One Communications of Maine Inc.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	3/17/2000	1
Conversent Communications of Maine, LLC	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	9/4/2001	1
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	11/1/2000	2
CTC Communications Corporation	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	1/23/2002	5

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Choice One of New Hampshire Inc.	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire	NH	5/20/1999	2
Conversent Communications of New Hampshire, LLC	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire	NH	9/10/2001 (Adoption letter dated 6/14/01 states that it will be effective when filed with PUC.)	1
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire	NH	2/7/2001	3
CTC Communications Corporation	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire	NH	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire	NH	6/14/2000	5
Conversent Communications of New Jersey, LLC	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	9/29/2003	1
CTC Communications	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	8/18/1998	3
CTC Communications Corp. d/b/a CT Communications Corp.	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	1/18/2002	2
Lightship Telecom, LLC	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	6/14/2000	6
Conversent Communications of New York, LLC	Verizon New York Inc., f/k/a New York Telephone Company	NY	5/22/2001	2

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
CTC Communications Corporation	Verizon New York Inc., f/k/a New York Telephone Company	NY	3/8/2001	3
Lightship Telecom, LLC	Verizon New York Inc., f/k/a New York Telephone Company	NY	7/28/2000	2
Choice One Communications of Pennsylvania Inc.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	12/8/1998	1
Conversent Communications of Pennsylvania, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	2/26/2000	3
CTC Communications	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	8/17/1998	3
CTC Communications Corp.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	1/18/2002	1
FiberNet Telecommunications of Pennsylvania, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	6/24/1999	3
Lightship Telecom, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	7/25/2000	2
Choice One Communications of Rhode Island Inc. d/b/a Choice One	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	3/29/1999	2
Conversent Communications of Rhode Island, LLC	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	7/3/2001	2
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	12/21/2000	3

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
CTC Communications Corporation	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	6/14/2000	5
CTC Communications of Virginia, Inc.	Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc.	VAe	6/24/2002	1
CTC Communications of Virginia, Inc.	Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc.	VAe	8/17/1998	3
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	VT	10/31/2000	3
CTC Communications Inc.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	VT	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	VT	1/23/2002	6
CTC Communications Corp.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	WV	10/17/2001	3
FiberNet, L.L.C.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	WV	4/13/1999	4

Attachment 2

Terms and Conditions

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreement(s), this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Amendment Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).

(b) "Adopting CLEC" means any carrier that adopts (to the extent adoption may be permitted under applicable law), an Interconnection Agreement as amended by this Amendment (this Amendment not being adoptable on a stand-alone basis under 47 C.F.R. § 51.809 or otherwise).

(c) "Amendment Effective Date" means February 2, 2007.

(d) "Bill Date" means the monthly billing date established for each billing account number (BAN) and is the same date from month to month.

(e) "Calendar Quarter" means January through March, April through June, July through September, or October through December.

(f) "CLEC Affiliates" means the entities identified in Attachment 1 to the Amendment, each such entity being a competitive local exchange carrier in one or more Verizon East States and affiliated with each of the other entities as of the Amendment Effective Date. In the case of an Adopting CLEC, "CLEC Affiliates" means each competitive local exchange carrier in one or more Verizon East States that is an affiliate (as defined in 47 U.S.C. § 153(1))

of such Adopting CLEC as of the effective date of such adoption.

(g) “Invoice” shall have the meaning set forth in Section 3 of this Attachment 2.

(h) “Service” means reciprocal compensation, intercarrier compensation, any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement offered for sale by a Party under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating); provided, however, notwithstanding any other provision of this Amendment, switched access services and special access services (in each case, be they intrastate or interstate, and be they offered under tariffs or contracts) are not included within the Services covered by this Amendment.

2. Preconditions.

The Parties’ agreement to the terms of Section 3 below (as well as the other terms of this Amendment) is expressly conditioned upon all of the following:

(a) Subject to Section 3(a) below, neither Verizon nor One Communications shall file, on or at any time after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) for so long as the terms of this Amendment remain effective under Section 8 below, any pleadings, comments, letters, *ex parte* communications, or other filings (“Comments”) with (nor shall it meet or otherwise communicate with any representatives of) any court or regulatory agency in the States identified in Section 6 of the Amendment, opposing or challenging a Party’s right or practice of billing retrospectively or limiting Billing Claims (as defined in this Amendment), in accordance with the terms of this Amendment, for Services that a Party has provided (or might provide) to the other Party. For the avoidance of any doubt, nothing herein limits the ability of One Communications or Verizon to contest or challenge the other Party’s Invoices for reasons other than the length of time between the date the charges were incurred for a Service and the date the associated Invoice is rendered.

(b) Subject to Section 3(a) below, to the extent Verizon or One Communications, prior to the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption), filed any Comments with any court or regulatory agency in the States identified in Section 6 of the Amendment, in which Verizon or One Communications made statements or allegations opposing or challenging any right or practice described in Section 2(a) above for Services that Verizon or CLEC has provided (or might provide) to the other Party, Verizon or One Communications shall, within ten (10) calendar days after the Amendment Effective Date, withdraw with prejudice, expressly and in writing, any such Comments and shall otherwise cooperate with the other Party in making known to such court or regulatory agency that Verizon or One Communications does not oppose or challenge such right or practice. Without limiting the preceding sentence, Verizon and One Communications each authorizes the other Party to represent to any such court or regulatory agency with respect to Services that a Party has provided (or might provide) to the other Party that Verizon or One Communications does not oppose or challenge any such right or practice. The foregoing requirements of this Section 2(b) shall also apply (without limitation of any other remedies that

may be available in the event Verizon or One Communications, inadvertently or otherwise, files after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) any Comments in violation of Section 2(a) above.

(c) In the event any third party CLEC or provider files or has filed any Comments with any court or regulatory agency in the States identified in Section 6 of the Amendment, in which the third party CLEC or provider opposes or challenges any Verizon or One Communications right to bill retrospectively, or to limit Billing Claims, or any Verizon or One Communications practice of billing retrospectively or limiting Billing Claims, for services that are or have been provided pursuant to an interconnection agreement between such third-party CLEC or provider and Verizon or One Communications, or pursuant to a tariff for services under Section 251 of the Act, neither Verizon nor One Communications shall participate, directly or indirectly, in any related proceeding before such court or regulatory agency unless, for the avoidance of any doubt, such opposition or challenge is with respect to such services that Verizon or One Communications, as the case may be, has provided (or might provide).

3. General Requirements.

(a) This Amendment sets forth terms and conditions under which the Parties shall issue, on or after the Amendment Effective Date, all Invoices (as defined in subsection (b) below) for Services provided under the Interconnection Agreement(s), as well as terms and conditions for payment of such Invoices. For the avoidance of any doubt and notwithstanding any other provision of this Amendment, this Amendment does not address or affect in any way a Party's rights or obligations with respect to (i) any Invoices issued by the Parties prior to the Amendment Effective Date or (ii) any settlements that the Parties may have entered into prior to the Amendment Effective Date. As such, e.g., with respect to subsection (i) directly above, none of the Backbill Amount Limitations defined in Section 3(d) below, the Billing Claims limitations described in Section 5 below, or the requirements of Sections 2(a) and 2(b) above shall apply to Invoices issued prior to the Amendment Effective Date.

(b) Except as may otherwise be provided in this Amendment, each Party shall provide to the other Party, on a monthly basis, an itemized statement of charges incurred by the other Party during the preceding month(s) for Services rendered under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) (an "Invoice"). Such Invoices shall include: (i) non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date (provided, however, that this provision shall not have the effect of limiting any right the billing Party may have to bill in advance for non-recurring charges for a Service that is performed outside of the foregoing time period (e.g., special construction charges)), (ii) any known, non-usage sensitive charges not yet billed (whether unbilled or underbilled) for a prior period(s), provided that the billing for such prior period(s) does not exceed the Backbill Amount Limitations set forth in Section 3(d) below (as applicable, based on the terms of Section 3(d)(iii)), (iii) usage sensitive charges incurred for the period beginning with the last Bill Date and extending up to, but not including, the current Bill Date, (iv) any known usage sensitive charges not yet billed (whether unbilled or underbilled) for prior periods, provided that the billing for such prior period(s) does not exceed the Backbill

Amount Limitations set forth in Section 3(d) below (as applicable, based on the terms of Section 3(d)(iii)) and (v) any applicable, known adjustments not yet applied.

(c) Each Invoice shall set forth the quantity and description, as applicable, of the Services provided, and comply with any other requirements of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) and this Amendment.

(d) Each Party may send Invoices to the other Party containing amounts found to be unbilled or underbilled for prior billing periods (“Backbill Amounts”) subject to the following limitations (collectively referred to as the “Backbill Amount Limitations”):

(i) Subject to the exceptions set forth in Section 3(d)(iii) below, (A) the billed Party shall not be liable for Backbill Amounts in connection with charges incurred by the billed Party if such Backbill Amounts were incurred earlier than twenty-four (24) months prior to the date of the Invoice including such Backbill Amounts and (B) the billing Party shall not submit Invoices to the billed Party containing Backbill Amounts incurred by the billed Party earlier than twenty-four (24) months prior to the date of the Invoice including such Backbill Amounts. For the avoidance of any doubt, but subject to the exceptions set forth in Section 3(d)(iii) below, if the billing Party does not submit invoices to the billed Party within twenty-four (24) months after the date the charges were incurred, the billing Party unconditionally and irrevocably waives any rights it might have to bill for or collect the subject charges. Subject to the exceptions set forth in Section 3(d)(iii) below, the foregoing waiver shall apply to all Backbill Amounts as to which the billing Party failed to provide an Invoice in accordance with the requirements of this section (such requirements including, but not limited to, the twenty-four (24) month limitation set forth above), regardless of whether such Backbill Amounts fall in the same class of charges as amounts with respect to which the billing Party provided Invoices in accordance with the requirements of this section. Subject to the exceptions set forth in Section 3(d)(iii) below, the foregoing Backbill Amount Limitations shall also apply to any unbilled or underbilled amounts associated with charges that rely on data from third parties. For purposes of this Section 3(d), charges shall be deemed incurred (A) for Services charged on a usage-sensitive basis, upon the date recording of such usage occurred (or should have occurred) and (B) for all other Services, upon the first day of the billing cycle in which the billing Party provided such Services.

(ii) Notwithstanding any other provision of this Amendment, any Invoices containing Backbill Amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of the Amendment, shall be subject to the Backbill Amount Limitations defined in Section 3(d)(i) above (together with the exceptions thereto, if applicable, set forth in Section 3(d)(iii) below).

(iii) Notwithstanding any other provision of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) or this Amendment, the billing Party may send Invoices containing Backbill Amounts for charges incurred by the billed Party earlier than provided for under the Backbill Amount Limitations defined in Section 3(d)(i) above, and the billed Party shall be liable for such Backbill Amounts (subject, however, to bona fide billing

disputes, if any, relating to aspects of the Invoices other than the Backbill Amount Limitations defined in Section 3(d)(i) above), under any of the following circumstances:

(A) if the failure to bill or underbilling was caused by the acts, failure or refusal to act, errors or omissions of the billed Party or its agents, or intentional misconduct of the billed Party or its agents, including, without limitation, fraud, misrepresentation, or intentional alteration (or non-provision) of call records;

(B) if the failure to bill or underbilling was caused by a fire, flood, or other occurrences attributable to an act of God; or

(C) if the failure to bill or underbilling was caused by a strike or similar work stoppage (“Work Stoppage”) during the final six (6) months of the 24-month Backbill Amount Limitations period defined in Section 3(d)(i) above, in which case the Backbill Amount Limitations defined in Section 3(d)(i) above shall be tolled for a period equal to the duration of the Work Stoppage.

(iv) A Party shall extend, upon written request, the time for payment of charges on a backbill issued to the other Party (a) to sixty (60) days if billed six (6) months or more but less than twelve (12) months after the date charges were incurred for the Service or (b) to ninety (90) days if billed twelve (12) months or more but less than twenty-four (24) months after the date charges were incurred for the Service. Late payment charges will not be assessed on backbilled charges invoiced six (6) months or more after the date charges for the Service are incurred until after passage, without payment, of the sixty (60) or ninety (90) day period, whichever applies.

4. Billing and Payment of Charges.

Verizon’s and One Communications’s payment of billed amounts under this Amendment, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on or before the later of the following dates (the “Due Date”): (a) thirty (30) calendar days after the date of the Invoice; or (b) twenty (20) calendar days after the date the Invoice is received by the billed Party. If such payment Due Date would cause Verizon’s or One Communications’s payment to be due on a Saturday, Sunday or Legal Holiday, payment will be due the first business day following such Saturday, Sunday or Legal Holiday. Payments shall be transmitted by electronic funds transfer.

5. Billing Disputes.

(a) If any portion of an amount billed by a Party under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) is subject to a bona fide dispute between the Parties, the Party billed (the “Disputing Party”) shall give written notice to the billing Party of the amounts it disputes (“Disputed Amount”) through the billing Party’s claims submission process and include in such notice the specific details and reasons for disputing each item. For the avoidance of any doubt, the Disputing Party shall provide such written notice of a

bona fide dispute regardless of whether it pays the subject charges. The Disputing Party shall provide any such notices of a bona fide dispute to the billing Party as soon as reasonably possible after receiving the Invoice on which the Disputed Amount first appeared; provided, however, if the Disputing Party does not provide to the billing Party a notice of a bona fide dispute within twenty-one (21) months after the date of the Invoice on which the Disputed Amount first appeared, the Disputing Party unconditionally and irrevocably waives any rights it might have to dispute the subject charges or to recover any such charges previously paid. The foregoing waiver shall apply to all Disputed Amounts as to which the Disputing Party failed to provide notice of a bona fide dispute in accordance with the requirements of this section (such requirements including, but not limited to, the twenty-one (21) month limitation set forth above), regardless of whether such Disputed Amounts fall in the same class of charges as a Disputed Amount with respect to which the Disputing Party provided a notice of a bona fide dispute in accordance with the requirements of this section. The Disputing Party shall pay, when due, to the billing Party all amounts billed by the billing Party that are not subject to a bona fide dispute of which the Disputing Party has notified the billing Party in accordance with the requirements of this section. Amounts due to the billing Party (including, without limitation, amounts that are not paid by the Disputing Party where the dispute is resolved in favor of the billing Party) that are not paid by the payment Due Date shall be subject to a Late Payment Charge (as defined below) in accordance with the terms of Section 6 of this Attachment.

(b) If the Parties are unable to resolve the issues related to the Disputed Amounts, then either Party may pursue dispute resolution pursuant to the terms of the applicable Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), provided however, Verizon and One Communications agree that neither Verizon nor One Communications will make claims against the other Party or any affiliate of the other Party in any court, regulatory commission, arbitration tribunal, or other forum in the States identified in Section 6 of the Amendment, (a “Billing Claim”), for credits, refunds, interest, penalties and/or related damages or the like except where, in accordance with the requirements of Section 5(a) above, written notice of a bona fide dispute has been given by the Disputing Party to the billing Party not later than twenty-one (21) months after the date of the Invoice on which the Disputed Amount first appeared.

(c) Except as set forth above, payment of any amounts under this Amendment does not constitute a waiver of either Party’s rights under the terms of an Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) to contest its obligation to pay any amounts allegedly owed under such Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) or to seek a refund for any amount paid. In the event a Billing Claim is resolved in a manner that entitles the Disputing Party to bill credits, the billing Party shall provide any appropriate bill credits to the Disputing Party within sixty (60) days of incurring the obligation to provide such credits. If the Disputing Party paid the billing Party the Disputed Amount prior to resolution of the Billing Claim in the Disputing Party’s favor, the billing Party shall refund, within sixty (60) days of incurring the obligation to make such refund, the amount paid by the Disputing Party (and resolved in its favor), together with interest thereon at a rate of one-and-one-half per cent (1.5%) per month from the date that the Disputing Party paid such amount to the billing Party until the date the

billing Party refunds such amount to the Disputing Party.

(d) Notwithstanding any other provision of this Amendment, any Invoices for Services containing amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of the Amendment, shall be subject to the Billing Claims limitations set forth in this Section 5.

6. Late Payment Charges.

If either Party fails to remit a payment (including, without limitation, a Late Payment Charge) for any undisputed charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, or if a Party disputes (and does not pay) a charge that is later resolved in the billing Party's favor, then a late payment penalty ("Late Payment Charge") shall be assessed. No other late payment fee applies to overdue amounts. The Late Payment Charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed Late Payment Charges) per month. In the case of a charge that the Disputing Party disputes, but which charge is resolved in the billing Party's favor, the foregoing Late Payment Charge shall accrue from and after the payment Due Date in the original Invoice for the amounts that were disputed until the Billing Party receives the subject payment.

7. Assurance of Payment.

(a) At any time and from time to time, based on the conditions set forth in this Section 7, Verizon may request, and One Communications shall provide to Verizon, adequate assurance of payment of amounts due (or to become due) to Verizon under the Amended Agreement in the applicable State (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating).

(b) Upon request by Verizon, One Communications shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder if (i) One Communications in any two (2) months out of any twelve (12) consecutive month period fails to pay when due to Verizon amounts not subject to a bona fide dispute (including, without limitation, such past due amounts from previous billing periods) that in total equal or exceed five percent (5%) of the total amount not subject to a bona fide dispute due to Verizon during that month for Services billed by Verizon and fails to cure such nonpayment within five (5) business days of Verizon's written notice of nonpayment or (ii) One Communications admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to

Verizon, in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges in the State in question), as determined by the most recent two (2) months billings (but not including Backbill Amounts), for the Services, facilities or arrangements to be provided by Verizon to One Communications in connection with the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating). Verizon may (but is not obligated to) draw on the letter of credit upon notice to One Communications in respect of any amounts not subject to a bona fide dispute billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve One Communications from its obligations to pay for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums (not subject to a bona fide dispute) due to Verizon for the Services, facilities or arrangements rendered.

(c) If One Communications has provided assurance of payment to Verizon pursuant to the terms of this Section 7, but at least twelve (12) months have passed since the provision of such assurance of payment without the occurrence of a non-payment triggering event (i.e., as set forth in Sections 7(b)(i)(A) or 7(b)(i)(B) above), then upon written request from One Communications, Verizon shall return to One Communications such assurance of payment.

8. Waiver of Rights; Successor Terms.

(a) Subject to Section 8(b) below: (i) each Party irrevocably waives, with respect to the other Party, any and all rights that it may have or that it may obtain, from the beginning of time through and including February 1, 2010, under the Act (including, but not limited to, under Section 252(i) thereof), under any other applicable law, under the Interconnection Agreement(s), or otherwise (i) to adopt the terms of any other interconnection agreement, law, regulation, order, arbitration award or the like relating to the subject matter of this Amendment; or (ii) to seek through negotiation, arbitration, or otherwise terms or provisions that would modify, replace, alter or otherwise change the terms and provisions of this Amendment prior to February 2, 2010; provided, however, that, for the avoidance of any doubt, nothing in this Section 8(a) shall prohibit a Party from adopting an interconnection agreement if otherwise permitted under applicable law, provided, that, in accordance with Section 8(b) below, the terms of this Amendment shall apply to and amend such adopted interconnection agreement as to the matters set forth herein for the duration of the period set forth in Section 8(b) below (as it applies in the case of an Adopted Replacement Agreement).

(b) Notwithstanding Section 8(a) above, any other provision of the Amended Agreement, or otherwise (but subject to Section 7 of the Amendment), either Party may, with nine (9) months written notice given no earlier than May 1, 2009, terminate the terms of this Amendment (the effective date of such termination, which shall not be before February 1, 2010, being the "Termination Date" and the date of provision of such notice being the "Termination Notice Date"). In the event of such termination: (i) if, as of the Termination Date, the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) remains effective between the Parties and has not been replaced by a new or successor interconnection agreement, the terms

of the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating), excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) is replaced by a new or successor interconnection agreement; (ii) if, as of the Termination Date, the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) has been replaced by an interconnection agreement adopted pursuant to Section 252(i) of the Act or other provision of applicable law (an "Adopted Replacement Agreement") that remains effective between the Parties, the terms of such Adopted Replacement Agreement, excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as such Adopted Replacement Agreement is replaced by a new or successor interconnection agreement. If the Parties enter into a voluntarily negotiated Interconnection Agreement that becomes effective prior to February 2, 2010, the terms of such voluntarily negotiated Interconnection Agreement, including those terms addressing the matters set forth in this Amendment, shall govern during the period that such Interconnection Agreement is effective. If a Party provides notice of termination of this Amendment, in accordance with the terms of this Section, each Party on and after the Termination Notice Date, may in writing initiate negotiations under Sections 251 and 252 of the Act for terms to replace the terms set forth in this Amendment.

(c) Neither Party hereby waives any other rights accorded to it under applicable law, except to the extent expressly stated in this Amendment. Subject to and without limiting the provisions of Section 2 of this Attachment, nothing in this Amendment should be construed or interpreted as limiting in any way either Party's rights to pursue in any forum regulatory or legislative reform and/or changes to applicable law.