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ORIGINAL

March 17, 1999



A-310820

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APRIL 27, 1999

~~MAR 17 1999~~

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VIA FEDERAL EXPRESS

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
North Street & Commonwealth Avenue
North Office Building - Room B20
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Petition of Bell Atlantic - Pennsylvania, Inc. and SNIIP Link, LLC,
for Approval of an Interconnection Agreement

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Joint Petition of Bell Atlantic - Pennsylvania, Inc. ("BA-PA"), and SNIIP Link, LLC for Approval of an Interconnection Agreement between BA-PA and SNIIP Link, LLC.

Please date stamp the enclosed additional copy and return it to me in the enclosed self-addressed, stamped envelope.

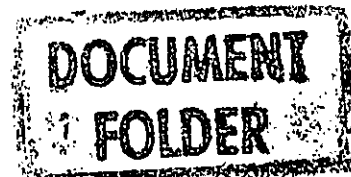
Very truly yours,


Christopher M. Arfaa

CMA/dc

Enclosure

cc: Steven Augustino, Esq. (Via Federal Express)
Attached Certificate of Service



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RECEIVED

April 27, 1999

~~MAR 17 1999~~

JJ
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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**JOINT PETITION OF
BELL ATLANTIC - PENNSYLVANIA, INC.
AND SNIIP LINK, LLC
OF AN INTERCONNECTION AGREEMENT
UNDER SECTION 252(e) OF THE
TELECOMMUNICATIONS ACT OF 1996.**

)
)
) **PUC Docket No.**
)
) **A-310820**
)

JOINT PETITION

Bell Atlantic - Pennsylvania, Inc. ("BA-PA") and SNIIP Link, LLC ("SNIIP") respectfully submit for the Commission's approval, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act")¹, the attached Interconnection Agreement dated January 29, 1999 (the "Agreement"). The Agreement provides for the interconnection of the two companies' networks and makes available to SNIIP access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by BA-PA. The Agreement is an important step towards comprehensive local competition in Pennsylvania as envisioned by the General Assembly when it authorized local telephone service competition in Chapter 30 and by Congress in the 1996 Act. BA-PA and SNIIP, therefore, respectfully request that the Commission act within the 90 days specified by the 1996 Act and approve the Agreement.

**DOCUMENT
FOLDER**

DOCKETED

MAY 17 1999

¹Citations herein to the 1996 Act should be construed as references to sections of the Communications Act of 1934 as amended by the 1996 Act.

In support of this request, BA-PA and SNIp state as follows:

THE PARTIES

1. BA-PA is an incumbent local exchange carrier authorized to provide local exchange telephone service in Pennsylvania.

2. SNIp is a competitive local exchange carrier that has applied for authority to provide local telephone service in Pennsylvania. SNIp will not provide such service until the Commission acts on such an application.

THE AGREEMENT

3. BA-PA and SNIp have entered into the Agreement pursuant to Sections 251(c) and 252(a) of the 1996 Act.

4. The Agreement sets forth the terms, conditions and prices under which BA-PA and SNIp will offer and provide network interconnection, reciprocal call termination, access to network elements, ancillary network services, and wholesale telecommunications services available for resale to each other within each Local Access and Transport Area ("LATA") in which they both operate in Pennsylvania. The Agreement is an integrated package that reflects a negotiated balance of many interests and concerns critical to both parties.

5. The Agreement addresses a number of complex issues. Key provisions of the Agreement provide for:

- (i) Reciprocal compensation for terminating local traffic at rates of \$.001864 or \$.002902 per minute of use, depending on where traffic is terminated on the BA-PA and SNIp networks;
- (ii) Unbundled loops -- providing SNIp access to existing BA-PA customers -- based on a rate methodology specified in the Agreement;
- (iii) Customers to retain their telephone numbers when they switch to SNIp, at interim rates of \$1.50/Month/Ported per number in addition to an interim rate of \$5.00 per service order and \$4.00 for installation per number at same location;

- (iv) Including SNIIP customers' primary listings in the White Pages (two listings for each residence telephone number and one listing for each business telephone number) and Yellow Pages (one listing for each business telephone number) directories;
- (v) The resale of BA-PA telecommunications services for a wholesale discount of 18.43% or 20.69% (depending upon whether SNIIP provides its own operator services); and
- (vi) The continued provision of 911 services to all customers.
- (vii) Performance standards for services provided by BA-PA to SNIIP equal to the level of service provided by BA-PA to its own end-user customers and other telecommunications carriers.

COMPLIANCE WITH THE 1996 ACT

6. The Agreement satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

The State commission may only reject ... an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

7. First, the Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(a)(i). To the contrary, BA-PA is willing to make the interconnection, unbundling and resale arrangement contained in the Agreement available to any other telecommunications carrier certificated to provide local telephone service in Pennsylvania. Nonetheless, other carriers are not bound by the

Agreement and remain free to negotiate independently with BA-PA pursuant to Section 252 of the 1996 Act.

8. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii). It is an important step towards allowing SNIIP to compete with BA-PA as a facilities-based local telephone service carrier for both residential and business customers. The Agreement will also be available to all local exchange competitors under Section 252(i) of the 1996 Act.


APPROVAL OF THE AGREEMENT

9. The parties respectfully request that the Commission expedite its review of the Agreement to facilitate implementation of competition in the local exchange market. Although under Section 252(e)(4) of the 1996 Act, the Commission has 90 days to approve or reject the Agreement, the parties request that the Commission act sooner than that date if at all possible. Recognizing the current uncertainty regarding the FCC's regulations implementing the 1996 Act, and that the FCC may act during or after that period to adopt new or modified regulations, BA-PA and SNIIP have agreed to make the minimum revisions necessary to the Agreement to eliminate any inconsistency between the FCC regulations and the Agreement. (§ 28.3 of the Agreement). The Agreement as filed should nevertheless be approved subject to any such revisions. The parties agree that any such revisions will be filed with this Commission.

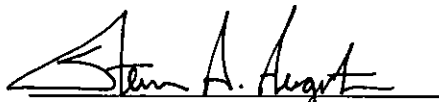
WHEREFORE, BA-PA and SNiP respectfully request that the Commission approve the attached interconnection agreement pursuant to Section 252(e) of the 1996 Act.

Respectfully submitted,

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Attorney for
SNiP Link, LLC

DATED: February 15, 1999
March

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April 27, 1999
~~MAR 17 1999~~ JDMN

A-310820

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Dated as of January 29, 1999

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

SNiP LINK, LLC

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 29th day of January, 1999 (the "Effective Date"), by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, 32nd Floor, Philadelphia, Pennsylvania 19103, and SNiP LINK, LLC ("SNiP"), a Pennsylvania limited liability company with offices at 100-A Twinbridge Drive, Pennsauken, NJ 08110.

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

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

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

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

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

1.0 DEFINITIONS.

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

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

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

1.3 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Act and all Exhibits, Schedules, addenda, and attachments referenced herein and/or appended hereto.

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

1.5 "Applicable Law" means all laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

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

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

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

1.8.A "Bona Fide Request" or "BFR" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a BFR Item (as defined in Exhibit B) not otherwise provided by the terms of this Agreement.

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

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

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

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

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

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

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

1.13 “Commission” means the Pennsylvania Public Utility Commission.

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

which connects one Party's signaling point of interconnection ("SPOI") to the other Party's STP for the exchange of SS7 messages.

1.15 "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA, operating as such in BA's certificated territory in Pennsylvania. SNiP is a CLEC.

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

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

1.17.A "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

1.18 "Dialing Parity" is As Defined in the Act.

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

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

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

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

1.23 "Exchange Access" is As Defined in the Act.

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

1.25 "FCC" means the Federal Communications Commission.

1.26 "FCC Regulations" means Title 47 of the Code of Federal Regulations, including but not limited to the amendments adopted in, and the additional requirements of, the First

Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996 and released on August 8, 1996, and the Second Report and Order and Memorandum Opinion and Order, CC Docket Nos. 96-98, 95-185, and 92-237, adopted and released on August 8, 1996, as each may be amended, stayed, voided, repealed, or supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

1.36 "InterLATA" is As Defined in the Act.

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

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

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

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

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

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

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

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

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

1.46 "MECAB" means the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

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

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

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

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

1.51 "Network Element" is As Defined in the Act.

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

1.53 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean

Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.54. “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

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

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

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

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

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

1.60 “Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location

identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/ Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/ Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

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

1.62 “Service Control Point” or “SCP” means the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

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

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

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

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

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

1.68 “Tariff” means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BA’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

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

1.70 “Telecommunications” is As Defined in the Act.

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

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

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

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

1.75 [Reserved]

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

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

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

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

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

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

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

2.0 INTERPRETATION AND CONSTRUCTION.

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

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

3.0 INTERCONNECTION ACTIVATION DATES AND IMPLEMENTATION SCHEDULE.

Subject to the terms and conditions of this Agreement, each Party shall exercise its best efforts to adhere to the Interconnection Activation Dates and Network Implementation Schedule set forth in Schedule 3.0, and to provide fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers as soon as reasonably practicable following the achievement of the milestones in said Schedule for each listed LATA in Pennsylvania. Schedule 3.0 may be revised and supplemented from time to time upon the

mutual agreement of the Parties to reflect the intention of the Parties to interconnect in additional LATAs pursuant to subsection 4.4 by attaching one or more supplementary schedules to Schedule 3.0. The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Competitive Checklist, under Section 271 of the Act. SNiP represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

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

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

4.1 Scope

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

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

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

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

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

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

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

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

Choke Trunks for traffic congestion and testing.

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

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

4.1.4 In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP on its network to the other Party, the other Party may, at any time, request that the first Party establish such additional technically feasible IP(s). Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1; provided, however, that the Parties shall commence negotiations to determine the technically feasible and geographically relevant location(s) of the additional IP(s) as soon as reasonably practicable following a Party's request therefor. If, after sixty (60) days following said request, the Parties have been unable to reach agreement on the additional Interconnection

Points, then either Party may file a complaint with the Commission to resolve such impasse or pursue with any other remedy available under law or equity. For purposes of this subsection 4.1.4, a "geographically relevant" IP shall mean an IP that is located within the BA local calling area of equivalent BA end user customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party at the same physical location.

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

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

4.2 Physical Architectures

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

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

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

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

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

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

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

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

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

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

4.3 Mid-Span Meets

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

wireless and wireline facilities, SNiP agrees to bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate a wireless to wireline meet up to and including the optical to electrical multiplexer necessary to effect a fiber hand-off to BA.

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

4.3.3 Mid-Span Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this subsection 4.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Meet arrangement for access to such Elements, shall be limited to that which is required by Applicable Laws, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

4.4 Interconnection in Additional LATAs

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

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

4.4.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) SNiP has identified as its initial Routing Point(s) in the LATA as the SNiP-IP(s) in that LATA and shall designate mutually agreed upon BA Local Serving Wire Center(s) that houses a Tandem Office within the LATA nearest to the SNiP-IP (as measured in airline miles utilizing the V&H coordinates method) as the BA-IP(s) in that LATA, provided that, for the

purpose of charging for the transport of traffic from the BA-IP to the SNiP-IP, the SNiP-IP shall be no further than an entrance facility away from the BA-IP.

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

4.5 Interconnection Points for Different Types of Traffic

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

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

5.1 Scope of Traffic

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

5.2 Trunk Group Connections and Ordering

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

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

5.3 Additional Switching System Hierarchy and Trunking Requirements

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

5.4 Signaling

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

5.5 Grades of Service

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

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on each call carried over the Traffic Exchange Trunks at such time as the originating switch is equipped for SS7 and from all switches no later than December 31, 1998. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, or Interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Exhibit A and applicable Tariffs.

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

5.6.3 If the originating Party does not pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an

automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, it will supply an auditable Percent Local Use (“PLU”) report quarterly, based on the previous three months’ traffic, and applicable to the following three months. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same trunk group, it will supply an auditable Percent Interstate Use (“PIU”) report quarterly, based on the previous three months’ terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon interim period.

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

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

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

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

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

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

5.7.4 BA has advised SNiP that it is BA's position that the Reciprocal Compensation arrangements in this Agreement do not apply to traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission ("Internet traffic") (the foregoing being the "Disputed Issue"). SNiP believes that the Reciprocal Compensation arrangements in this Agreement do apply to Internet traffic but acknowledges that there is no meeting of the minds between the Parties as to the Disputed Issue, and that BA's execution of this Agreement does not constitute an admission that SNiP's position with respect to the Disputed Issue is lawful or reasonable, or a release or waiver of BA's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement relating to the Disputed Issue, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement in connection with the Disputed Issue.

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

5.7.6 The designation of Traffic as Local or non-Local for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the entities involved in carrying any segment of the call.

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

5.7.8 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 SNiP Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting

Trunks”), in any case where SNiP elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (10XXX and 101XXXX) traffic.

6.2 Trunk Group Architecture and Traffic Routing

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

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

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

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

6.3 Meet-Point Billing Arrangements

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

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

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

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

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

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

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

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

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

To SNiP: SNiP LINK, LLC
 Attn: Anthony Abate
 100-A Twinbridge Drive
 Pennsauken, NJ 08110
 Facsimile: (609) 662-8641
 Phone: (609) 662-8640

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

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

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

billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

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

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

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

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

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

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

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

where:

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

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

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

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

6.4 800/888 Traffic

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

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

(a) to an IXC, SNiP shall:

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

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

- (i) Provide a copy record in an industry standard format to BA or the terminating LEC;
- (ii) Submit the call records to ITORP for payment by BA or the LEC that is the 800/888 service provider of SNiP's and any intermediate LEC's Tariffed Exchange Access charges and query charges.

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

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

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

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

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

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

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

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

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

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

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

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

SNiP 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, SNiP shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between SNiP and the information services provider.

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

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

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

7.2 LSV/VCI Traffic

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

7.2.2 The Party B operator shall only verify the status of the line (LSV) or interrupt the line to inform the called party that there is a call waiting. The Party B operator will not complete the telephone call of the Customer initiating the LSV/VCI request. The Party B

operator will only make one LSV/VCI attempt per Customer operator bureau telephone call, and the applicable charges apply whether or not the called party releases the line.

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

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

7.3 Transit Service

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

7.3.2 Transit Traffic that is originated by an ITC or wireless carrier shall be settled in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D.

Meet-Point Billing compensation arrangements as described in subsection 6.3 shall be utilized for compensation for the joint handling of Toll Traffic.

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

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

7.4 911/E911 Arrangements

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

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

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

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

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

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

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

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

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

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

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

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

7.4.7 The Parties acknowledge that the provision of INP, until PNP with full 911 compatibility is available, creates a special need to have the Automatic Location Identification ("ALI") screen reflect two number: the "old" number and the "new" number assigned by SNiP. 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 SNiP agree to

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

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

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

7.5 Ancillary Traffic Generally

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

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

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

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

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

8.4 SNiP will also designate a Routing Point for each assigned NXX code. SNiP 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 SNiP's choices regarding the size of the local calling area(s) that SNiP may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

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

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

9.3 Interference or Impairment

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

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

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

9.3.3 Notice in accord with subsections 9.3.1 and 9.3.2 above shall not be required in emergencies and Party A may immediately discontinue Interconnection if reasonably necessary

to meet its obligations. In such case, however, Party A shall use all reasonable means to notify Party B and the appropriate federal and/or state regulatory bodies.

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

9.4 Repeated or Willful Noncompliance

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

9.5 Outage Repair Standard

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

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

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

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

10.1 Joint Network Implementation and Grooming Process

Within ninety (90) days of the date the parties first establish Interconnection, hereunder unless the Parties agree to a different date, SNiP and BA shall jointly develop an implementation and grooming process (the "Joint Process") which shall define and detail, inter alia,

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery provision escalations;
- (d) migration from one-way to two-way Interconnection Trunks upon mutual agreement of the Parties;
- (e) the procedures to govern any SNiP request for information concerning available BA network facilities that SNiP may purchase as unbundled Network Elements to connect the beginning and end points within given exchanges specified by SNiP in its request;
- (f) additional technically feasible and geographically relevant IP(s) in a LATA as provided in subsection 4.1.4 above; and
- (g) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

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

10.2 Installation, Maintenance, Testing and Repair

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

10.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, SNiP shall provide BA a one (1) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next four (4) quarters. The forecast shall be updated and provided to BA on an as-needed but no less frequently than quarterly basis. All forecasts shall include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for SNiP-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.3.1 Initial Forecasts/Trunking Requirements Because BA's trunking requirements will, at least during an initial period, be dependent on the customer segments and service segments within customer segments to whom SNiP decides to market its services, BA will be largely dependent on SNiP to provide accurate trunk forecasts for both inbound (from BA) and outbound (from SNiP) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate local traffic to SNiP as SNiP provides to terminate local traffic to BA, unless SNiP 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 SNiP suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to SNiP is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and SNiP'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 SNiP's suggestion or request pursuant to the procedures identified in subsection 10.3.1 above. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold SNiP financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that SNiP 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 SNiP financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, SNiP may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold SNiP 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 SNiP to install trunks for delivery of traffic to BA, SNiP may apply the same procedures with respect to BA's trunking requirements.

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

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

To the extent required by Applicable Law, each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that SNiP will be able to lease and interconnect to whichever of the Network Elements SNiP requires and to allow the combination by SNiP of the BA-provided elements with any other Network Elements that SNiP may itself provide or with any facilities and services that SNiP may itself provide.,

11.1 Available Network Elements

To the extent required by Applicable Law, at the request of SNiP, BA shall provide SNiP access to the following unbundled Network Elements in accordance with the requirements of the FCC Regulations:

- 11.1.1 Local Loops, as set forth in subsection 11.2;
- 11.1.2 The Network Interface Device, as set forth in subsection 11.3;
- 11.1.3 Switching Capability, as set forth in subsection 11.4;
- 11.1.4 Interoffice Transmission Facilities, as set forth in subsection 11.5;
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 17;
- 11.1.6 Operations Support Systems, as set forth in subsection 11.6;
- 11.1.7 Operator Services and Directory Assistance, as set forth in subsection 19.4;
and
- 11.1.8 such other Network Elements in accordance with subsection 11.8 below.

Unless otherwise specified in this Agreement, such as, with respect to unbundled Network Elements requested by SNiP under Section 11.8 hereof, BA shall make the unbundled Network Elements listed in this Agreement available for ordering and provisioning at a particular BA end office or serving wire center not later than the first date such unbundled Network Elements are made available by BA (subject to technical feasibility limitations) for other Telecommunications Carriers or to itself in such BA end offices or serving wire centers.

11.2 Unbundled Local Loop (“ULL”) Transmission Types

Subject to subsection 11.7, BA shall allow SNiP to access the following ULL types (in addition to those ULLs available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.2. Each ULL shall be provisioned with a standard NID at no extra charge.

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

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

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

11.2.4 "2-Wire ADSL-Compatible ULL" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 6Mbps toward the Customer and up to 640 kbps from the Customer while simultaneously carrying an analog voice signal. BA will offer ADSL-Compatible ULLs only when SNiP's method of operation or use of equipment in connection with such ULLs does not impair BA's use of technology or provisioning of services in the same cable. In addition, ADSL-Compatible ULLs will be available only where existing copper facilities can meet applicable industry standards and in compliance with BA's Technical Reference TR72575.

11.2.5 "2-Wire HDSL-Compatible ULL" or "HDSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible ULLs will be available only where existing copper facilities can meet the applicable industry standards and in compliance with BA's Technical Reference TR72575 .

11.2.6 "4-Wire HDSL-Compatible ULL" or "HDSL 4W" provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible ULLs will be available only where existing copper facilities can meet the applicable industry standards and in compliance with BA's Technical Reference TR72575.

11.2.7 "4-Wire DS1-compatible ULL" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible ULLs will be available where existing copper facilities can meet applicable ANSI technical standards.

11.2.8 ULLs will be offered on the terms and conditions specified herein and on such other terms in applicable Tariffs that are not inconsistent with the terms and conditions set forth herein. BA shall make ULLs available to SNiP at the rates specified by the Commission, as amended from time to time, subject to the provisions of subsection 11.2.9 below.

11.2.9 BA will make Analog 2-Wire ULLs, BRI ISDN ULLs, Analog 4W ULLs, and 4-Wire DS-1-compatible ULLs available for purchase by SNiP at any time after the Effective Date. BA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire ULLs available to SNiP no later than the date on which it makes such ULLs commercially available to any other Telecommunications Carrier in Pennsylvania, unless such date is earlier than the ULL milestone date contained in Schedule 3.0 with respect to a particular LATA, in which case the ULL milestone date shall apply.

11.3 Network Interface Device

At the request of SNiP, BA shall permit SNiP 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. SNiP must establish the connection to BA's NID through an adjoining NID deployed by SNiP. The Customer shall be responsible for resolving any conflicts between service providers for access to Customer's premises and Inside Wire.

11.4 Unbundled Switching Elements

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

11.5 Interoffice Transmission Facilities

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

11.6 Operations Support Systems

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

11.7 Limitations on Unbundled Access

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

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

11.7.3 If SNiP orders a ULL type and the distance requested on such ULL exceeds the transmission characteristics in applicable technical references, distance extensions may be requested, and where technically feasible, will be provisioned at an additional cost, and depending on the work done, may require additional order completion time.

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

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 BA shall, upon request of SNiP and to the extent required by Applicable Law, provide to SNiP access to its Network Elements on an unbundled basis for the provision of SNiP's Telecommunications Service. Any request by SNiP 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. SNiP 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 to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

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

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

11.9 Provisioning of Unbundled Local Loops

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

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

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

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

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

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

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

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

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

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

11.10 Maintenance of Unbundled Local Loops

If (i) SNiP reports to BA a Customer trouble, (ii) SNiP requests a dispatch, (iii) BA dispatches a technician, and (iv) such trouble was not caused by BA's facilities or equipment, then SNiP 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 SNiP is not available at the appointed time. SNiP accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on their test results. If, as the result of SNiP instructions, BA is erroneously requested to dispatch within the Central Office, BA may levy on SNiP an appropriate charge, no greater than the applicable tariff rate for a dispatch in the context of a retail order. However, if BA imposes any charge on SNiP 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 SNiP all charges applicable to that trouble that were erroneously levied on and paid by SNiP to BA plus interest at the rate applicable to refunds of overpayments pursuant to BA's Tariffs.

11.11 Rates and Charges

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

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

12.1 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at the retail rates set forth in its Tariffs to the other Party in accordance with Section 251(b)(1) of the Act. In addition, BA and SNiP shall each allow the resale by the other of all Telecommunications Services that are offered primarily or entirely to other Telecommunications Carriers (e.g., Switched and special Exchange Access Services) at the rates already applicable to such services. BA shall also allow the resale by SNiP of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties.

12.2 Availability of Wholesale Rates for Resale

BA shall make available to SNiP for resale all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in BA's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s), including, without limitation, user or user group restrictions, as the case

may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale. The Parties may also agree to negotiate term and/or volume discounts for resold services.

12.3 Availability of Support Services and Branding for Resale

BA shall make available to SNIIP 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 SNIIP and at prices, terms and conditions to be negotiated by SNIIP and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by SNIIP'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 SNIIP 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, SNIIP 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, SNIIP shall not resell (a) residential service to business or other nonresidential Customers of SNIIP, (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, SNIIP shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA may, in its discretion and to the extent not prohibited by Applicable Law, discontinue offering.

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

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

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

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

13.0 COLLOCATION – SECTION 251(c)(6)

13.1 BA shall offer to SNiP Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4) or for access to unbundled Network Elements (pursuant to Section 11.0), at all BA end offices, Serving Wire Centers and Remote Switching offices as SNiP shall request (to the extent technically feasible) except that BA may offer only Virtual Collocation if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. BA shall provide such Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission, subject to applicable federal and state Tariffs. BA will design and construct, at SNiP's expense, a secured Physical Collocation area to establish a clear division between the Collocation area and other areas of BA premises. SNiP shall use the Collocation area for the sole purposes of installing, maintaining and operating such equipment (including, but not limited to, equipment used for testing or monitoring purposes) which is used to Interconnect with Telecommunications Services and facilities provided by BA. For purposes of this Section, enhanced services and information services are not considered to be Telecommunications Services. Nothing herein shall limit BA's ability to require that equipment installed in the Collocation area conform to the requirements defined in BA's Collocation Tariffs.

13.2 BA shall not impose minimum space requirements on Physical Collocation offered to SNiP and shall allow SNiP the option of sharing Collocation space with other Telecommunications Carriers pursuant to, and, to the extent set forth in, BA's Collocation Tariffs.

13.3 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, SNiP agrees, for so long as BA elects to offer both Physical and Virtual Collocation to SNiP, to offer to BA Collocation (at SNiP's option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 4) on a non-discriminatory basis and at comparable rates, terms and conditions as SNiP may provide to other third parties. SNiP shall provide such Collocation subject to applicable Tariffs. In the event BA ceases to offer a choice between Physical and Virtual Collocation to SNiP for reasons other than space limitations and BA has already established Collocation on SNiP premises pursuant to this subsection, SNiP may, in its discretion, elect to cease offering Collocation to BA, which cessation shall be no more onerous than that imposed by BA on SNiP. In addition, in the event BA desires to terminate any

Virtual Collocation established by SNiP at a BA premise, BA shall allow SNiP a reasonable period of time to migrate to a Physical Collocation arrangement (or another Virtual Collocation arrangement at a different BA premise) before terminating the existing Virtual Collocation arrangement. For purposes of the preceding sentence, a “reasonable period of time” shall mean up to sixty (60) days following the date of Collocation termination notice to SNiP for SNiP to submit a new Collocation application to BA plus the amount of time needed for BA to prepare the BA premise(s) specified by SNiP in its application or as may be agreed to by the Parties for Collocation by SNiP.

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

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

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

13.6 When available, BA will regularly post, and update as warranted, on its Internet site, a list of Collocation sites where no Collocation space is available for Physical Collocation.

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

13.8 Collocation shall occur under the terms of each Party’s applicable and available Tariffs. Notwithstanding anything to the contrary in this Agreement or in applicable Tariffs, SNiP

shall have the option of contracting directly with BA approved vendors and general contractors for Physical or Virtual Collocation functions, including, but not limited to: cage construction, electrical outlets, lighting, and transmission equipment engineering and installation dedicated to SNiP use. SNiP may submit requests for approval of contractors and vendors not on the BA approved list for consideration. Such approval will not be unreasonably withheld or delayed. BA shall have the same options of contracting directly with vendors for the same Physical and Virtual Collocation functions at SNiP premises.

13.9 Except as may be expressly required by applicable law, BA shall not be obligated to permit Collocation of switching equipment in BA central offices. However, BA will permit SniP to install, maintain, repair and use RSM equipment in BA central offices where SNiP has established a Physical Collocation arrangement, provided that such equipment is used for the sole purposes of loop concentration for Interconnection to BA unbundled loops. The RSM will be used exclusively for loop concentration and transporting traffic and will not, under any circumstances, be used for any dynamic routing or switching of traffic. BA shall have the right to audit SNiP's use of such collocated equipment, and if it finds that SNiP is using the equipment for switching of traffic or other uses prohibited hereunder, BA may invoke the dispute resolution provisions of this Agreement, or notify SNiP in writing and SNiP shall then remove such equipment from BA's central offices. SNiP recognizes and agrees that BA is only required to provide a Physical Collocation environment suitable for transmission equipment. In addition, BA will permit SNiP to install DSLAM equipment in BA central offices where SNiP has established a physical collocation arrangement.

SECTION 251(b) PROVISIONS

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

14.1 Scope

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

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

14.1.3 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and SNiP will commence migration from INP to the agreed-upon or mandated PNP arrangement as quickly as practically possible while minimizing interruption or

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

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

14.2 Procedures for Providing INP Through Remote Call Forwarding

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

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

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

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

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

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

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

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

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

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

14.4 Procedures for Providing LTNP Through Full NXX Code Migration

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

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

The Parties agree in principle that, under the INP arrangements described in subsections 14.2 and 14.3 above, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall

utilize the process set forth in this subsection 14.5 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

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

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

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

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

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

14.6 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

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

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

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

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

BA and SNiP shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement dialing parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

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

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

16.2 Licensor shall process all completed license applications for new or additional attachments, including the performance of a pre-license survey, on a first-come, first-serve basis as set forth in its applicable Tariff. Licensor shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC regulations), considering such factors as capacity, safety, reliability and general engineering considerations. Licensor shall inform Licensee in writing as to whether an application has been granted (subject to Licensee's payment for any "make-ready" work that may be required) or denied within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by Licensor, Licensor shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, Licensor shall explore potential accommodations in good faith with Licensee. In order to facilitate Licensee's completion of an application, Licensor shall make commercially reasonable efforts to, within fifteen (15) business days of a legitimate request identifying the specific geographic area and types and quantities of

required structures, provide Licensee such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to Licensor. Such requests shall be processed by Licensor on a first-come, first-serve basis. This exchange of information and records does not preclude the need for a field survey to verify the location and availability of structures and rights of way to be used. Licensor shall make commercially reasonable efforts to meet with or respond to Licensee's inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from Licensee. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties.

17.0 DATABASES AND SIGNALING

17.1 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling (CCS) Interconnection in accordance with existing Tariffs, and Interconnection and access to 800/888 databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network.

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

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

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

- (a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and
- (b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, 800/888 database access, LIDB access, and access to other necessary databases, as follows: BA shall charge SNiP in accordance with Exhibit A hereto and applicable Tariffs; SNiP shall charge BA rates equal to the rates BA charges SNiP, unless SNiP's Tariffs for CCS signaling provide for lower generally available rates, in which case SNiP 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 SNiP, or from SNiP to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own customers for such service, for a period of not less than four (4) months after the date the Customer changes its telephone number in the case of business Customers and not less than sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for different periods than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

18.2 Coordinated Repair Calls

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

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

18.3 Customer Authorization

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

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

18.3.3 Without in any way limiting SNiP's obligations under subsection 28.1, SNiP shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. SNiP 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 SNiP by BA pursuant to this Agreement unless SNiP has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, SNiP represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Laws and this Agreement. SNiP 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 SNiP's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to SNiP pursuant to this Agreement to ascertain whether SNiP is complying with the requirements of Applicable Laws and this Agreement with regard to such access, use, and/or disclosure. To

the extent permitted by Applicable Laws, the foregoing right shall include, but not be limited to, the right to electronically monitor SNiP's access to and use of Customer Proprietary Network Information that is made available by BA to SNiP pursuant to this Agreement.

19.0 DIRECTORY SERVICES ARRANGEMENTS

BA will provide certain directory services to SNiP as defined herein. In this Section 19 of this Agreement, references to a SNiP 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 SNiP or is retained by SNiP on the Customer's behalf pursuant to LTNP arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory. BA will, upon request, provide the following directory services to SNiP in accordance with the terms set forth herein.

19.1 Directory Listings and Directory Distributions

19.1.1 BA will include the SNiP 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 SNiP's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. Where required, SNiP will pay BA a non-recurring charge as set forth in Exhibit A for providing such service for each SNiP Customer's primary listing. SNiP 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 SNiP's Customers. BA will not require a minimum number of listings per order.

19.1.2 Upon request by SNiP, BA will make available to SNiP 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 SNiP shall provide BA with daily listing information on all new SNiP 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. SNiP will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with SNiP. BA will provide SNiP with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable, within forty-eight (48) hours.

19.1.4 BA will accord SNiP's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that

access to SNiP'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 SNiP Customers are not separately identified as such; and provided further that SNiP 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 their best efforts to ensure the accurate listing of SNiP Customer listings. BA will provide SNiP with a report of all SNiP customer listings no less than ninety (90) days prior to publishing date for that directory. BA will process any corrections made by SNiP 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 SNiP 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 SNiP has the right to place such listings on behalf of its Customers. BA will provide SNiP, upon request, a copy of the BA listings standards and specifications manual. SNiP agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (i) to provide the product or service offered, and (ii) to use any personal or corporate name, trade name or language used in the listing. In addition, SNiP 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 SNiP hereunder.

19.1.7 BA's liability to SNiP in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by SNiP for such listing. In addition, SNiP agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to SNiP'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 SNiP 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. SNiP's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, when SNiP is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at SNiP request, BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by SNiP for SNiP'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. SNiP will be responsible for providing the necessary information to BA by the applicable close date for the particular directory. BA will provide {CLEC} with the close dates

and reasonable notice of any changes in said dates. BA shall not charge SNiP for inclusion of this essential local service-oriented information, but reserves the right to impose charges on other information SNiP 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 SNiP (including Customers utilizing SNiP-assigned telephone numbers and SNiP Customers utilizing LTNP) are maintained without interruption. BA will offer Yellow Pages services to SNiP Customers on the same basis as they are offered to BA Customers.

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

19.4.1 Upon request, BA will provide SNiP 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 SNiP 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 Wholesale Busy Line Verification and Interrupt (BLV/I)

19.5.1 Wholesale Busy Line Verification 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. Interrupt 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 Local Carrier A decides or is required by a regulatory body of competent jurisdiction to offer BLV/I services to enable its Customers to verify and/or interrupt calls of Local Carrier B's Customers, the operator bureau of Local Carrier B shall accept and respond to Wholesale BLV/I requests from the operator bureau of Local Carrier A. SNiP and Bell Atlantic shall compensate the other Local Carrier for Wholesale BLV/I inquiries in accordance with the rates of the other Local Carrier's Tariff or at the rates specified in Exhibit A of this Agreement for Wholesale BLV/I.

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 BLV/I request. The Local Carrier B operator will make only one Wholesale BLV/I attempt per operator bureau telephone request, and the applicable charges apply whether or not the called party releases the line. Wholesale BLV/I 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 Wholesale BLV/I.

19.5.4 Each Local Carrier shall route Wholesale BLV/I traffic inquiries over separate direct trunks groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Local Carriers' respective operator bureaus. Each Party shall offer interconnection for Wholesale BLV/I 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 Wholesale BLV/I 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 COORDINATION WITH TARIFF TERMS

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

20.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date.

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

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

21.0 INSURANCE

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

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

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

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

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

21.2 SNiP shall name BA as an additional insured on the foregoing insurance.

21.3 SNiP shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other adequate proof of the foregoing insurance. The certificates or other proof of the foregoing insurance shall be sent to: Bell Atlantic, Insurance Administration Group, 1320 N. Court House Road, 4th Floor, Arlington, Virginia, 22201. In addition, SNiP shall require its agents, representatives, or contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by SNiP or SNiP's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Pennsylvania, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22.0 TERM AND TERMINATION

22.1 This Agreement shall be effective as of the date first above written and continue in effect until December 31, 1999, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Upon the expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least ninety (90) days in advance of the date of termination. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission, (c) Tariff terms and conditions generally available to CLECs, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a), (b), or (c) becomes available.

22.2 For service arrangements made available under this Agreement and existing at the time of termination, if the standard Interconnection terms and conditions or Tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or

programming costs from the terminating Party. By mutual agreement, the Parties may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules as such regulators might adopt or approve.

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

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

24.0 CANCELLATION CHARGES

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

25.0 INDEMNIFICATION

25.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising from transactions or activities relating to this Agreement and to the extent proximately caused by the negligent or willful acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 25.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

25.2 The indemnification provided herein shall be conditioned upon:

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

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

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

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

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

26.0 LIMITATION OF LIABILITY

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

26.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of

the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 25.

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

27.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

27.1 Performance Standards

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

27.2 Performance Reporting

27.2.1 BA shall supply to SNiP quarterly performance reports on BA's performance in the Commonwealth of Pennsylvania. The reports shall contain the information described in, and be substantially in the format of, the documents attached hereto as Schedules

27.2A through 27.2D. The content of the reports, and the definitions of the rows and columns in the reports are set forth in Schedule 27.2E. The coverage of each report is set forth in its title, with the additional explanations set forth in Schedule 27.2.

27.2.2 Notwithstanding subsection 27.2.1 above and in lieu of the quarterly performance reports set forth in Schedules 27.2A through 27.2D, at such time as BA makes available the Performance Monitoring Reports set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997 (the "FCC Merger Order"), to other Telecommunications Carriers purchasing Interconnection from BA, BA shall provide SNiP with the Performance Monitoring Reports applicable to SNiP in accordance with the requirements of said FCC Merger Order.

27.2.3 SNiP agrees that the performance information included in these reports is confidential and proprietary to BA, and shall be used by SNiP solely for internal performance assessment purposes, for purposes of joint SNiP 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. SNiP shall not otherwise disclose this information to third parties.

27.3 Performance Remedies

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

28.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

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

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

28.3 The Parties recognize that the FCC has issued and may continue to issue the FCC Regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC Regulations or, in BA's reasonable determination, affects BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s). Such minimum revisions shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act).

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

29.0 MISCELLANEOUS

29.1 Authorization

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

29.1.2 SNiP 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 its obligations hereunder.

29.2 Independent Contractor

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.3 Force Majeure

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

29.4 Confidentiality

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

29.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than reasonable) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's

Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

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

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is approved for release by written authorization of the disclosing Party; or
- (f) is required to be made public by the receiving Party pursuant to applicable law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

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

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

29.5 Choice of Law

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

29.6 Taxes

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

29.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with subsection 29.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

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

29.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by subsection 29.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by subsection 29.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by subsection 29.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by subsection 29.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such

Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 29.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

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

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

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

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

To SNiP: SNiP LINK, LLC
Attn: Anthony Abate
100-A Twinbridge Drive
Pennsauken, NJ 08110
Facsimile: (609) 662-8641
Phone: (609) 662-8640

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

29.7 Assignment

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

29.8 Billing and Payment; Disputed Amounts

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

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

29.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts")

and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) the Disputed Amount up to the higher of \$10,000 or 50% of the Disputed Amount into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The remaining balance of the Disputed Amount not placed into escrow shall thereafter be paid, if appropriate, upon final determination of such dispute.

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

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

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

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

29.9 Dispute Resolution

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

29.10 Notices

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

To SNiP:

M. Burrkeim Company
2021 Arch Street
Philadelphia, Pennsylvania 19103
Facsimile: (215) 977-9386
Phone: (800) 533-8113

with a copy to:

SNiP LINK, LLC
Attn: Anthony Abate
100-A Twinbridge Drive
Pennsauken, NJ 08110
Facsimile: (609) 662-8641
Phone: (609) 662-8640

To BA:

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

with a copy to:

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

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

class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

29.11 Section 252(i) Obligations

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

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

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

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

29.12 Joint Work Product

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

29.13 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any

liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29.14 No License

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

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

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

29.15 Technology Upgrades

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

29.16 Survival

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

29.17 Entire Agreement

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

29.18 Counterparts

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

29.19 Modification, Amendment, Supplement, or Waiver

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

29.20 Successors and Assigns

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

29.21 Publicity

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

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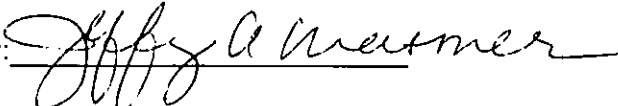
SNiP LINK, LLC/BELL ATLANTIC Interconnection Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 29th day of January, 1999.

SNiP LINK, LLC

BELL ATLANTIC-
PENNSYLVANIA, INC.

By: 

By: 

Printed: ANTHONY ABATE

Printed: Jeffrey Masoner

Title: PRESIDENT

Title: Vice President –
Interconnection Services,
Policy and Planning

SCHEDULE 1.0

CERTAIN TERMS AS DEFINED IN THE ACT AS OF SEPTEMBER 23, 1998

“Customer Proprietary Network Information” means (A) information that relates to the quantity, technical configuration, type, destination, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term does not include subscriber list information.

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

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

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

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

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

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

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

“Number Portability” means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

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

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

“Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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

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

SCHEDULE 3.0

INITIAL NETWORK IMPLEMENTATION SCHEDULE FOR PENNSYLVANIA

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

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

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

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

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

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

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

SCHEDULE 4.0

PENNSYLVANIA

SNiP IPs

BA IPs

TBD

TBD

SCHEDULE 4.5

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

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

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in subsections 4.2 and/or 4.3 of the main body of the Agreement.
2. For the termination of Meet Point Billing Traffic from an IXC to:
 - (a) SNiP, at the SNiP-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) SNiP, at the SNiP-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 SNiP's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911 Tandem Office serving the area in which the SNiP Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.
5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.
6. For Operator Services (call completion) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.
7. For LSV/VCI traffic, at the terminating Party's Local Serving Wire Center or operator services Tandem Office subtended by such Local Serving Wire Center.

8. For SS7 signaling originated by:

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

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

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

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

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

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

SCHEDULE 6.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from SNiP Customers

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

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

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

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

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

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

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

5. In no case shall SNiP 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 SNiP 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. SNIPTK 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. SNIPTK 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 SNIPTK 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 SNiP Usage Information to SNiP 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 SNiP.

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

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

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

1.2 **BA OSS Services**

1.2.1 Upon request by SNiP, BA shall provide to SNiP, 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 SNiP.

1.3 **SNiP Usage Information**

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

1.3.2 SNiP Usage Information will be available to SNiP 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 SNiP 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, SNiP Usage Information will be provided to SNiP 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 SNiP only to the extent necessary for SNiP'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 SNiP only to provide Telecommunications Services to SNiP Customers.

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

1.5.4 SNiP 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 SNiP's use under this Schedule 12.3.

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

1.5.7 SNiP's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for SNiP's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by SNiP'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 SNiP 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, SNiP 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) SNiP Usage Information, (b) CPNI of SNiP, and (c) CPNI of a BA Customer or a SNiP Customer, to the extent the Customer has authorized SNiP to use the Customer Information.

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

1.6.3.3 SNiP 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 SNiP any right or license to grant sublicenses to other persons, or permission to other persons (except SNiP'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 SNiP's employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for SNiP'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 SNiP'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 SNiP'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 SNiP to provide Telecommunications Services to SNiP 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 SNiP shall be destroyed or returned by SNiP 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), SNiP'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 SNiP to ascertain whether SNiP is complying with the requirements of Applicable Law and this Agreement with regard to SNiP'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 SNiP's access to and use of BA OSS Information which is made available by BA to SNiP pursuant to this Agreement, to ascertain whether SNiP is complying with the requirements of Applicable Law and this Agreement, with regard to SNiP'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 SNiP's access to and use of BA OSS Information which is made available by BA to SNiP 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 SNiP 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 SNiP acknowledges that the BA OSS Information, by its nature, is updated and corrected on a continuous basis by BA, and therefore that BA OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by SNiP, or SNiP'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 SNiP or an employee, agent or contractor of SNiP 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 SNiP, 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 SNiP agrees that BA would be irreparably injured by a breach of Sections 1.5 or 1.6 above by SNiP or the employees, agents or contractors of SNiP, 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

SNiP, at SNiP'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, SNiP 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 SNiP anticipates submitting orders in each week of the next calendar month.

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

1.9.3 SNiP 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 SNiP 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 SNiP Customers

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

1.10.2 Upon request by BA, SNiP shall negotiate in good faith and enter into a contract with BA, pursuant to which BA may obtain access to SNiP'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 SNiP Customers (as authorized by the applicable SNiP 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 SNiP prior to, or in lieu of, BA's provision of the BA OSS Service to SNiP. 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 SNiP.

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 SNiP through BA Pre-OSS Services.

3. RATES AND CHARGES

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

SCHEDULE 27.1

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 SNiP that are more favorable than BA extends to its own customers for comparable services.

EXHIBIT A

BELL ATLANTIC - PENNSYLVANIA, INC.

DETAILED SCHEDULE OF ITEMIZED CHARGES

A. BA SERVICES, FACILITIES, AND ARRANGEMENTS:¹

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

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

Non-Recurring Charge:

II. Unbundled Transport

A. Dedicated Transport

Voice Grade/DS-0

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

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

DS-1

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

\$1.05/Service Order,
\$353.70/Initial Facility &
\$24.00/Additional Facility
(if purchased when initial
facility ordered)

DS-3

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

DDS

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

B. Common Transport

Tandem Switching

\$.000836/MOU

Not Applicable

Transport Fixed

\$.000152/MOU

Not Applicable

Transport Per Mile

\$.000004/MOU

Not Applicable

Service or Element Description:

Recurring Charge:

Non-Recurring Charge:

II. Unbundled Transport (Continued)

C. Entrance Facilities

All:

\$1.05/Service Order plus installation charges for each initial and additional facility purchased at the time of order:

2Wire Voice Grade Channel Termination	\$16.78/Month	\$497.06/Initial & \$289.47/Additional
4Wire Voice Grade Channel Termination	\$33.76/Month	\$498.73/Initial & \$290.02/Additional
DS-1 to Voice Grade Multiplexing	\$77.83/Month	\$548.06/Initial & \$548.06/Additional
DS-1 Channel Termination	\$180.59/Month	\$668.37/Initial & \$331.87/Additional
DS-3 to DS-1 Multiplexing	\$257.61/Month	\$548.06/Initial & \$548.06/Additional
DS-3 Channel Termination	\$1059.65/Month	\$668.37/Initial & \$331.87/Additional

D. Digital Cross-Connect System

Service Establishment	Not Applicable	\$1890.82
Database Modification	Not Applicable	\$148.68/Modification Request
Reconfiguration by BA personnel	Not Applicable	\$31.98 Programming Charge/Half Hour
DS-0 Cross-Connect	\$20.54/Port/Month	\$26.17/Port
DS-1 Cross-Connect	\$71.92/Port/Month	\$32.71/Port

Service or Element DescriptionRecurring ChargeNon-Recurring Charge:**II. Unbundled Transport (Continued)****E. Mid-span meet arrangements**

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

F. Transit Arrangements (for Interconnections between SNIp and Carriers other than BA)

Tandem Switching

\$.000836/MOU

Per Section II. above and V., as applicable

Switched Transport

\$.000152/MOU

\$.000004/MOU/Mile

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

POTS/PBX/Centrex

\$2.67/Port/Month

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

ISDN (BRI)

\$10.28/Port/Month

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

ISDN (PRI)

\$135.13/Port/Month

\$1.05/Service Order Per Port: \$113.36/Installation
\$1.32/Disconnect

Public/Semi-Public

\$3.52/Port/Month

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

DID

\$5.98/Port/Month

\$1.05/ Service Order Per Port:
\$692.07/Installation
\$1.32/Disconnect**B. Tandem Switching Usage**

\$.0008360/MOU

Not Applicable

C. Local Switching Usage

Originating With Vertical Features

\$.011067/MOU

Not Applicable

Terminating With Vertical Features

\$.006143/MOU

Not Applicable

¹ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, BA may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description

Recurring Charge

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 Charge

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 Charge:

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 Charge

Non-Recurring Charge:

IV. Unbundled Loops (Continued)

DS1

Density Cell:

1 - \$132.51/Month
2 - \$139.37/Month
3 - \$168.59/Month
4 - \$252.46/Month

Service Order: \$1.05

Installation:

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

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

Disconnect:

\$1.32 per loop

Coordinated Cutover:

If premises visit not required - \$3.24 per order
If premises visit required - \$12.10 per order

Designed Circuit:

\$40.93 per order

2 Wire ADSL Loops

TBD

TBD

2 Wire & 4 Wire HDSL Loops

TBD

TBD

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

TBD

TBD

V. Collocation Cross-Connection

A. Voice Grade Loop

Physical DS0 CO side to equipment

\$.41/Month

Not Applicable

Virtual DS0 with RFT CO side MDF to equipment

\$1.20/Month

Not Applicable

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

\$60.21/Month

Both:

\$1.05/Service Order

\$544.36/Initial

Virtual DS1 with CFA (24DS0s with IDLA)

\$44.08/Month

Installation &

\$210.46/Additional

Installations

Service or Element DescriptionRecurring ChargeNon-Recurring Charge:**V. Collocation Cross-Connection (Continued)****B. Other**

Physical DS3	\$84.27/Month	<u>All:</u>
Physical DS1	\$15.72/Month	\$1.05/Service Order
Virtual DS3	\$88.81/Month	\$481.36/Initial
Virtual DS1	\$16.12/Month	Installation &
		\$194.71/Additional
		Installations

VI. Time and Materials

Special Construction

As applicable per BA-PA PUC 1 sec. 9

Service Technician (service work on unbundled loops outside of the Central Office)

Not Applicable

\$1.05/Service Order
 \$26.24/Premises Visit
 \$12.10 Labor Charge/
 Quarter Hour After First
 Quarter Hour

Central Office Technician

Not Applicable

\$1.05/Service Order
 \$10.42 Labor Charge/
 Quarter Hour or Fraction
 Thereof

VII. Signaling and Databases**A. STP Port**

Termination \$640.02/Month \$94.15/Port

Access \$.47/Mile/Month \$1.05/Service Order
\$274.06/Initial Facility &
\$24.01/Additional Facility**B. 800/888 Database**Basic Query \$.000835/Query Not Applicable
Vertical Query \$.000343/Query Not Applicable

Service or Element Description**Recurring Charge****Non-Recurring Charge:****VII. Signaling and Databases (Continued)****C. LIDB Validation**

LIDB Point Codes	Not Applicable	\$85.84/Point Code
Calling Card	\$.015542/Query	Not Applicable
Billed Number Screening	\$.015542/Query	Not Applicable
Storage of SNIp'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. SNIp Network Query	\$.0007/Query	Not Applicable
c. SNIp 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. SNIp Network Service Activation	Not Applicable	\$8.37/Service Activated/Line
c. SNIp Switch Service Activation	Not Applicable	\$8.37/Service Activated/Line

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

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

VIII. Directory Listings & Books

Service or Element Description:

Recurring Charge:

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 SNIIP per separate arrangement

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

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

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

A. Pre-Ordering	\$.22/Query	Not Applicable
B. Ordering	\$3.34/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair		
1. ECG Access	\$.22/Query	Not Applicable
2. EB/OSI Access	\$1.16/Trouble Ticket	Not Applicable
E. Billing		
1. CD-ROM	\$246.59/CD-ROM	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	\$.000258/Message	Not Applicable
b. Delivery of DUF		
Data Tape	\$17.18/Tape	\$61.39/Programming Hour
Network Data Mover	\$.000094/Message	Not Applicable
CMDS	\$.000094/Message	\$61.39/Programming Hour
c. DUF Transport		
9.6 kb Communications Port	\$10.24/Month	\$7,437.36/Port
56 kb Communications Port	\$28.29/Month	\$30,778.91/Port
256 kb Communications Port	\$28.29/Month	\$51,236.88/Port
T1 Communications Port	\$359.31/Month	\$182,827.99/Port
Line Installation	Not Applicable	\$61.39/Programming Hour/Port
Port Set-up	Not Applicable	\$9.85/Port
Network Control Programming Coding	Not Applicable	\$61.39/Programming Hour/Port

XI. Exchange Access Service

Interstate	Per BA-FCC tariff number 1
Intrastate	Per BA-PA tariff number 302

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

XII. Number Portability

Interim (using RCF)

\$1.50/Month/Ported
Number

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

Permanent
Access pass-through to number portability purchaser

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

XIII. 911/E911

Transport

Per section II above.

Data Entry and Maintenance

No Charge

XIV. Poles Conduits & ROW

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

Illustrative:

Duct: \$5.45/Foot/Year

Pole: \$3.98/Attachment/Year .

XV. Network Interface Device (NID)

\$.68/Month

Not Applicable

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

No Charge

XVII. Local Dialing Parity

No Charge

XVIII. Customized Routing

To Reseller Platform

\$.142360/Line/Month

\$3.84/Line

To BA Platform for Re-Branding

\$.08330/Call

\$3.84/Line

Customized Routing Transport

Per section II above.

XIX. Wholesale Discount for Resale of Retail Telecommunications Services²

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

² Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

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

B. SNiP SERVICES, FACILITIES, AND ARRANGEMENTS:

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

¹ See note 6 regarding measurement and calculation of local traffic termination charges.

SNiP LINK, LLC/ BELL ATLANTIC Interconnection Agreement

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 SNiP

1. Single-tiered interconnection structure:

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

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

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

SNiP Charge at the SNiP-IP =

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

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

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

C. Miscellaneous Notes

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

SCHEDULE 27.2

PERFORMANCE REPORTING

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

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

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

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

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

SNiP MEASUREMENT REPORTS
SNiP 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.

**SNiP 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

SNiP 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

SNiP MEASUREMENT REPORTS 10 LARGEST RETAIL CUSTOMERS

Performance Measurement (a)	Actual BA Service Performance (by Quarter)				
	DSO (b)	DSI (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

SNiP 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 SNiP 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.

SNiP 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 SNiP 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 SNiP 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 SNiP until the service is restored and closed with SNiP) 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 (SNiP) to be notified as soon as the service is cleared. BA does not use the "close time" because after clearing the trouble, the technician may stay and complete another hour or so of clean up before actually closing the trouble.

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

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

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

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

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

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.

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 29th day of January, 1999, by and between **Bell Atlantic - Pennsylvania, Inc.**, (hereinafter referred to as "Bell Atlantic"), a Pennsylvania corporation, with offices at 1717 Arch Street, 32nd Floor, Philadelphia, Pennsylvania 09103, and SNiP LINK ("SNiP"), hereinafter referred to as "Carrier", a Pennsylvania limited liability company with offices at 100-A Twinbridge Drive, Pennsauken, NJ 08110.

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. Carrier's local exchange customers shall be provided the capability under this Agreement to dial the same telephone numbers (e.g., 411, 555-1212, NPA-555-1212) that Bell Atlantic subscribers may use to access Bell Atlantic basic Directory Assistance service. Exclusions under these provisions include NDA, and any other enhanced directory assistance service which may be offered in the future.

b) A maximum of two requests for telephone numbers will be accepted per DA call, provided that if Bell Atlantic permits its own subscribers to request more than two telephone numbers, Bell Atlantic shall permit such additional requests by Carrier's

customers. 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. Directory Assistance Service provided to Carrier's customers shall at all times be at parity with the services Bell Atlantic provides to its own subscribers.

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 verification; customer requested interrupt; and other assistance to Carrier's local exchange customers located in the LATA(s) designated in Section 1.1. IntraLATA Operator Services provided to Carrier's customers shall at all times be at parity with the services Bell Atlantic provides to its own subscribers.

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. Bell Atlantic shall supply EMI records in accordance with required Industry Standards. 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.

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.

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.

Bell Atlantic agrees that all customer proprietary network information ("CPNI") resulting from provision of the Services shall be the property of Carrier and its end users. Bell Atlantic shall treat all CPNI related to the Services as confidential and proprietary to Carrier. Bell Atlantic shall not make any use whatsoever of such CPNI, except as necessary to perform its obligations under this Agreement.

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

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. No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Carrier to Bell Atlantic in connection with any Customized Branding that Carrier may request pursuant to 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: George Darden
13100 Columbia Pike, POD D38
Silver Spring, MD 20904

For Carrier: _____

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, 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 -
Network Services , INC.**

FOR CARRIER

Name: Theresa M. Beggy

Name: _____

**Title: Vice President, Marketing,
Operator Services**

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**BELL ATLANTIC - PENNSYLVANIA
CARRIER SERVICE SELECTION FORM**

Please select desired services.

SERVICE	MINIMUM SERVICE PERIOD	CHARGE	SERVICE SELECTION
Directory Assistance (ADAS)	12 months	\$0.3664/call (Directory Transport charges below)	Yes <input type="checkbox"/> No <input type="checkbox"/>
IntraLATA Call Completion Operator Services	12 months	Live: \$0.01280/op work second Automated: \$0.00158/auto wk sec LIDB: \$0.015542/query	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directory Assistance Branding	non-recurring fee	\$1,358.62 per switch	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operator Services Branding	non-recurring fee	\$1,358.62 per switch	Branding is required for OS

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

Rate Per Directory Assistance Call

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

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

SNiP LINK, LLC/ BELL ATLANTIC Interconnection Agreement

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.

(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.

k. Other Services

Any other retail operator services that 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 January 29, 1999, by and between Bell Atlantic - Pennsylvania, Inc., a corporation, with principal offices located at 1717 Arch Street, 32nd Floor, Philadelphia, Pennsylvania 19103 ("BA-PA"), and SNiP LINK, LLC ("SNiP"), a limited liability company, with principal offices located at 100-A Twinbridge Drive, Pennsauken, NJ 08110 ("Carrier").

SECTION I

SCOPE

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

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

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

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

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

(3) intraLATA 800/888 Service Traffic; and

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

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

SECTION II

DEFINITIONS

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

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

- N. Certified Local Exchange Carrier SNiP means a carrier certified by the _____ to provide Local Exchange Access services within the BA-__ operating territory in that state.
- O. Collect Call shall mean a non-sent paid call that is billed to the number receiving the call, including calls dialed or serviced by an operator system.
- P. Discounted Toll Services means services in which the originating end user is charged a rate less than would normally be assessed for calls placed to similar points outside the end user's local calling area.
- Q. Earning Company shall mean the Local Exchange Carrier that provides local telephone exchange service for the number from which an Alternately Billed Call originates.
- R. End Office means the end office switching and end user line termination facilities used to originate or terminate switched intraLATA telecommunications services traffic.
- S. Exchange means a geographic area established for the furnishing of local telephone service under a local tariff. It usually embraces a city, town or village and its environs. It consists of one or more wire centers together with the associated facilities used in furnishing communications service within the area.
- T. Exchange Access means the facilities and services used for the purpose of originating or terminating interexchange telecommunications in accordance with the schedule of charges, regulations and conditions specified in lawfully established Exchange Access Tariffs.
- U. Exchange Access Tariffs means the tariffs lawfully established with the Federal Communications Commission or the _____ by an Exchange Carrier for the provision of Exchange Access facilities and services.
- V. Exchange Carrier shall mean a carrier licensed to provide telecommunications services between points located in the same Exchange area.
- W. Exchange Message Record (EMR) shall mean the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is described in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. document that defines industry standards for Exchange Message Records, which is hereby incorporated by reference.
- X. ITORP Transit Service Traffic shall have the meaning set forth in Section I above titled "Scope".
- Y. Independent Telephone Company shall mean any entity other than BA-PA which, with respect to its operations within the _____ of _____, is an incumbent Local Exchange Carrier.
- Z. Inter-Company Net Billing Statement shall mean the separate monthly financial reports issued by BA-__ under ITORP to the Exchange Carriers for settlement of amounts owed.

- AA. IntraLATA Toll Originating Responsibility Plan (ITORP) shall mean the information system owned and administered by BA-__ for calculating charges between BA-__ and Local Exchange Carriers for termination of intraLATA calls.
- BB. Interexchange Carrier (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA telephone toll services.
- CC. Local Access and Transport Area (LATA) means a contiguous geographic area: (1) established before the date of enactment of the Telecommunications Act of 1996 by BA-__ such that no Exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or state, except as expressly permitted under the AT&T Consent Decree; or (2) established or modified by BA-__ after such date of enactment and approved by the Federal Communications Commission.
- DD. Local Exchange Carrier (LEC) means any person that is engaged in the provision of Local Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332 (c) of the Telecommunications Act of 1996, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term.
- EE. Local Exchange Service means telecommunications services provided between points located in the same LATA.
- FF. Meet -Point Billing (MPB) means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a switched access Local Exchange Service to one of the LECs' End Office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs.
- GG. Meet-Point Transit Service Traffic shall have the meaning set forth in Section 1, "Scope".
- HH. Message Records shall mean the message billing record in Exchange Message Record format.
- II. Message Telecommunications Service (MTS) means message toll telephone communications, including Discounted Toll Services, between end users in different Exchange areas, but within the same LATA, provided in accordance with the schedules of charges, regulations and conditions specified in lawfully applicable tariffs.
- JJ. Minutes of Use (MOU) means the elapsed time in minutes used in the recording of Transit Service Traffic and 800/888 Service Traffic.
- KK. Multiple Bill/Single Tariff means the MPB method whereby each LEC prepares and renders its own Meet Point Bill in accordance with its own tariff(s) for the portion of the jointly-provided Exchange Access service which the LEC provides.
- LL. Multiple Exchange Carrier Access Billing (MECAB) means the document prepared by the Billing Committee of the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, and published by Bellcore as Special Report SR-BDS-000983, which document contains the recommended guidelines for the billing of an

Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA, and is incorporated herein by reference.

MM. Originating Company means the company which originates intraLATA MTS or Local Exchange Service on its system. (For compensation purposes, the Originating Company shall be considered the Terminating Company for 800/888 Service Traffic.)

NN. Terminating Company means the company which terminates intraLATA MTS or Local Exchange Service on its system where the charges for such services are collected by the Originating (or Billing) Company. (For compensation purposes, the Terminating Company shall be considered the Originating Company for 800/888 Service Traffic.)

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

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

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

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

SECTION III

SETTLEMENT OF TRANSIT SERVICES

(a) ITORP Transit Service Traffic.

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

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

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

(b) Meet-Point Transit Service Traffic.

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

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

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

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

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

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

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

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

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

SECTION V

800/888 SERVICE

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

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

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

- (1) Total the terminating traffic compensation paid with respect to 800/888 Service Traffic to each party hereunder for the most recent six (6) months period preceding the month covered by the lost or destroyed tapes.
- (2) Divide the total determined in (1) preceding, by 180 days.

- (3) Multiply the terminating traffic compensation per day determined in (2) preceding, by the number of days covered by the lost or destroyed tapes. The calculated amount will be included as an adjustment for lost or destroyed tapes in the next Inter-Company Net Billing Statement.

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

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

SECTION VI

ALTERNATELY BILLED CALLS

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

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

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

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

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

SECTION VII

CALCULATION OF COMPENSATION

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

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

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

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

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

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

SECTION VIII

ITORP ADMINISTRATION AND RESPONSIBILITIES

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

1. Operate and maintain the ITORP system.
2. Provide the requirements and standards for ITORP records and tapes (ITORP User Guide).
3. Inform Carrier of any proposed change in tape creation or distribution process at least sixty (60) days prior to the actual implementation of the change.

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

(b) Responsibilities of Carrier. Carrier shall:

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

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

SECTION IX

LIABILITIES

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

SECTION X

RELATIONSHIP OF THE PARTIES

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

SECTION XI

TERM AND TERMINATION

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

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

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

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

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

SECTION XII

NETWORK CONFIGURATION

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

SECTION XIII

CONSTRUCTION AND EFFECT

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

regulatory requirements, and it shall be construed to the fullest extent possible in harmony with such tariffs or regulatory requirements.

SECTION XIII

MISCELLANEOUS

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

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

If to BA-__:	Address: 1320 N. Court House Road, 2nd Floor Arlington, VA 22201
	Attn.: Director-Local Interconnection
	Facsimile: 703 974 2198
	Telephone: 704 974 4552

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

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

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

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

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

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

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

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

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

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

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

In witness whereof, the undersigned parties have caused this Agreement to be executed on their behalf this 29th day of January, 1999.

Witness:

Witness:

SNiP LINK, LLC

By:

Bell Atlantic - Pennsylvania, Inc.

By:

ATTACHMENT A

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

A. Bell Atlantic - Pennsylvania, Inc. charges the following rates for providing ITORP services:

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

ATTACHMENT B

I.
 Message Telecommunications Service - Terminating to Carrier

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

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

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

III.
 Local Exchange - Terminating to Carrier

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

RECEIVED

MAR 17 1999

CERTIFICATE OF SERVICE

PA PUBLIC UTILITY COMMISSION
OFFICE OF THE ATTORNEY GENERAL'S BUREAU

I, Christopher M. Arfaa, hereby certify that I have this day caused a true and correct copy of the foregoing document to be served upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (relating to service by a participant) and 1.55 (relating to service upon attorneys).

Dated at Philadelphia, Pennsylvania, this 17th of March, 1999.

VIA US MAIL

Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

D. Mark Thomas & Regina L. Martz
Thomas, Thomas, Armstrong & Niesen
212 Locust Street
Harrisburg, PA 17108-9500

David E. Freet
Pennsylvania Telephone Association
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Harrisburg, PA 17108-1169

Paul Kouroupas, Director
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Two Lafayette Center
Washington, DC 20036

Michelle Billand
MCI Telecommunications Corp.
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Washington, D.C. 20036

Christopher D. Moore
Sprint
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Washington, D.C. 20036

Bernard Ryan
Office of Small Business Advocate
Commerce Building, Suite 1102
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Harrisburg, PA 17101

Bureau of Consumer Services
PA Public Utility Commission
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Office of Trial Staff
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Harrisburg, PA 17105-3265

Bureau of Fixed Utility Services
PA Public Utility Commission
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Washington, D.C. 20007-5116

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One South Market Square - 12th Floor
Harrisburg, PA 17108-1146

Norman J. Kennard
Malatesta Hawke & McKeon
100 North Tenth Street
Harrisburg, PA 17101

Brian Barno
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Harrisburg, PA 17101-1025

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Carlisle, PA 17013

Bruce Kazee
GTE Telephone
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Marion, OH 43302

Andrew O. Isar
Telecommunications Resellers Assoc.
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Gig Harbor, WA 98335

G.A. Gorman
North Pittsburgh Telephone Company
4008 Gibsonia Road
Gibsonia, PA 15044-0395

J. G. Harrington
Dow, Lohnes and Albertson
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036-6802



Christopher M. Arfaa
Attorney for
Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street, 32nd Floor
Philadelphia, PA 19103
(215) 963-6023

KELLEY DRYE & WARREN LLP

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WRITER'S DIRECT LINE

(202) 887-1248

WRITER'S E-MAIL

rbuntrock@kelleydrye.com

A-310820

April 27, 1999

RECEIVED

APR 27 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA OVERNIGHT DELIVERY

Ms. Doreen D. Trout
Secretary's Bureau, Compliance and Assignments
Pennsylvania Public Utility Commission
Commonwealth Avenue & North Street, North Bldg.
Harrisburg, Pennsylvania 17105

Re: Application of SNiP Link, LLC

Dear Ms. Trout:

I am writing in response to your April 14, 1999, letter regarding SNiP Link, LLC's ("SNiP") November 19, 1998, application to provide Competitive Local Exchange Carrier Services in Pennsylvania.

SNiP recently executed its interconnection agreement with Bell Atlantic-Pennsylvania, and is in the process of finalizing its Tariff in light of the terms and conditions contained in the interconnection agreement. Once SNiP's Tariff is complete, a copy of the Tariff, along with a copy of SNiP's November 19, 1998, filing will be served on the ILECs in Pennsylvania. SNiP expects to complete its tariff by May 7, 1999. In the meantime, SNiP hereby respectfully requests waiver of 52 Pa Code § 1.4(d).

Thank you for your assistance. If you have questions regarding this request, please contact me at (202) 887-1248.

Sincerely,


Ross A. Buntrock

cc: Joe Polito, SNiP
Steve Augustino

DC01/BUNTR/80094.1

DOCUMENT
FOLDER

DATE: May 17, 1999
SUBJECT: A-310820
TO: Office of Special Assistants
FROM: James J. McNulty, Secretary

LAF

JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC. AND SNIP LINK, LLC FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of an Interconnection Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on May 29, 1999. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

DOCUMENT
FOLDER

DOCKETED

MAY 17 1999

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LEGISLATIVE REFERENCE
BUREAU

99 MAY 18 PM 2:25
PA. CODE & BULLETIN

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Bell Atlantic-Pennsylvania, Inc. and SNIp Link, LLC for Approval of an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310820.

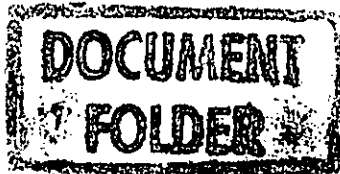
Bell Atlantic-Pennsylvania, Inc. and SNIp Link, LLC, by its counsel, filed on April 27, 1999, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Bell Atlantic-Pennsylvania, Inc. and SNIp Link, LLC Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

DOCKETED

MAY 17 1999



BY THE COMMISSION

A handwritten signature in cursive script that reads "James J. McNulty".

James J. McNulty
Secretary

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

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99 JUN - 3 AM 9:47

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WRITER'S DIRECT LINE
(202) 955-9667

WRITER'S E-MAIL
Msmith@kellydrye.com

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June 3, 1999

A-310820

VIA OVERNIGHT DELIVERY

Mr. Jim McNulty, Secretary
Pennsylvania Public Utility Commission
North Building
Commonwealth Avenue & North Street
Harrisburg, PA 17105

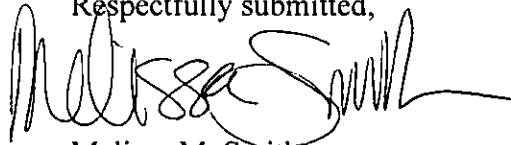
Re: Application of SNiP Link, LLC for Authority to Provide Competitive
Local Telecommunications Services

Dear Mr. McNulty:

On November 19, 1998, SNiP Link, LLC ("SNiP") filed with the Pennsylvania Public Utility Commission ("Commission") an application for authority to provide competitive local telecommunications services. SNiP hereby notifies the Commission of a change in its address to: SNiP Link, LLC, 100A Twinbridge Drive, Pennsauken NJ 08110.

Enclosed please also find a duplicate copy of this letter and a self-addressed stamped envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Please do not hesitate to call me if you have any questions.

Respectfully submitted,



Melissa M. Smith

Enclosures

cc: Consumer Advocate; Small Business Advocate;
Bureau of Consumer Protection

SRB

58



KELLEY DRYE & WARREN LLP

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A 310820

June 17, 1999

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MANILA, THE PHILIPPINES
MUMBAI, INDIA
TOKYO, JAPAN

VIA OVERNIGHT DELIVERY

Ms. Doreen D. Trout
Secretary's Bureau, Compliance and Assignments
Pennsylvania Public Utility Commission
Commonwealth Avenue & North Street, North Bldg.
Harrisburg, Pennsylvania 17105

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JUN 17 1999

Re: Application of SNIp Link, LLC

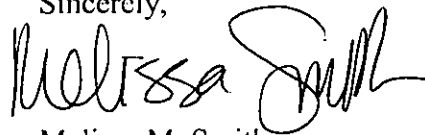
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Ms. Trout:

Per our conversation, enclosed please find a new check in the amount of \$250.00 to cover the filing fee for SNIp Link, LLC's ("SNIp") November 19, 1998, application to provide Competitive Local Exchange Carrier Services in Pennsylvania. Please return the old check to me. SNIp is in the process of completing its initial tariff with rates, which will be served along with the application on the ILECs and filed shortly with the Commission.

Thank you for your assistance. If you have any further questions, please do not hesitate to contact me at (202) 955-9667.

Sincerely,


Melissa M. Smith

**DOCUMENT
FOLDER**

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

June 22, 1999

A-310820

Melissa M. Smith
SNiP Link, LLC
1200 19th Street, N.W.
Suite 500
Washington DC 20036

Dear Ms. Smith:

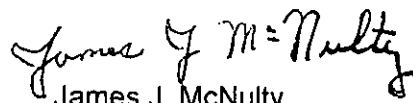
Receipt is acknowledged of the Application of SNiP Link, LLC., for approval to provide telecommunications services as a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania.

We are also in receipt of your request for waiver of the filing requirements at 52 Pa Code §1.4(d). Your request has been approved, but please be advised that you do not have provisional authority to do business in Pennsylvania until the proposed tariff and the certificate of service indicating a copy of the application has been served upon Bell Atlantic-PA, is received in this office.

This matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,


James J. McNulty
Secretary

JJM:ddt

cc: Bureau of Fixed Utility Services

DOCKETED
JUN 22 1999

**DOCUMENT
FOLDER**

DATE: June 22, 1999

SUBJECT: A-310820

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

Application of SNiP Link, LLC

We attach hereto a copy of the Application of SNiP Link, LLC., for approval to provide telecommunication services as a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

Please see the letter filed by the applicant on April 27, 1999, requesting waiver of the filing requirements at 52 Pa Code §1.4(d).

This matter is being referred to your Bureau for whatever action you deem necessary.

ddt

Attachment

SRB

DOCKETED
JUN 22 1999

DOCUMENT
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KELLEY DRYE & WARREN LLP

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AFFILIATE OFFICES
BANGKOK, THAILAND
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TOKYO, JAPAN

WRITER'S DIRECT LINE
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WRITER'S E-MAIL
Msmith@kelleydrye.com

A-310820

June 23, 1999

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JUN 23 1999

VIA OVERNIGHT DELIVERY

Mr. Jim McNulty, Secretary
Pennsylvania Public Utility Commission
North Building
Commonwealth Avenue & North Street
Harrisburg, PA 17105

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Tariff of SNIp Link, LLC

Dear Mr. McNulty:

On November 19, 1998, SNIp Link, LLC ("SNIp") filed with the Pennsylvania Public Utility Commission ("Commission") an application for authority to provide competitive local telecommunications services. SNIp hereby files an original and 3 copies of its initial local tariff with rates and certificate of service certifying that copies of the application and tariff were served on the LECs.

Enclosed please also find a duplicate copy of this letter and a self-addressed stamped envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Please do not hesitate to call me if you have any questions.

Respectfully submitted,

Melissa M. Smith
Melissa M. Smith
DOCUMENT FOLDER

EEF

Enclosures

cc: Consumer Advocate; Small Business Advocate; Bureau of Consumer Protection
Doreen D. Trout

COMPETITIVE LOCAL CARRIER

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TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE, DATA
AND PRIVATE LINE SERVICES
WITHIN
THE STATE OF PENNSYLVANIA
ISSUED BY

JUN 23 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SNiP Link, LLC

DOCKETED

JUL 09 1999

**DOCUMENT
FOLDER**

Issued:

SNiP Link, LLC
100A Twinbridge Drive
Pennsauken, NJ 08110

Effective:

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Issued:

Effective:

SNiP Link, LLC
100A Twinbridge Drive
Pennsauken, NJ 08110

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Issued:

Effective:

SNiP Link, LLC
100A Twinbridge Drive
Pennsauken, NJ 08110

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify decreased rate.
- (I) To signify increased rate.
- (T) To signify a change in text but no change in rate or regulation.
- (S) To signify a reissued matter.
- (M) To signify text relocated without change.
- (N) To signify a new rate or regulation.
- (D) To signify a discontinued rate or regulation.
- (Z) To signify a correction.

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring:

None

Connecting:

None

Other Participating Carriers:

None

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Pennsauken, NJ 08110

Effective:

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by SNiP Link, LLC, hereinafter referred to as the Company or SNiP, to Customers within the State of Pennsylvania.

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Pennsauken, NJ 08110

Effective:

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Block: Allows the Customer to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive incoming calls.

Call Forwarding: Allows the Customer to automatically transfer all incoming calls to a telephone number at another local or toll location.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

DEFINITIONS (Cont'd)

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

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DEFINITIONS (Cont'd)

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

Call Trace: Allows a called party to initiate an automatic trace of the last call received.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the Customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash. Customer option to cancel or override Call Waiting on a per call basis is included free of charge.

Caller ID: Caller ID Service is an optional feature which allows a subscriber to see the telephone number of an incoming call displayed in the Customer provided-unit. The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and nonpublished telephone numbers. The telephone numbers that will not be displayed to the Caller ID Subscriber are: (1) calls from Customers who use Per-Call Blocking or Subscriber to Per-Line Blocking; (2) calls from Customers located in central offices not a part of SS7 Signalling System; (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber their display unit will notify them that the calling telephone number is unavailable.

Collocation: Customer contracts to place customer provided equipment at SNiP's collocation space(s). These locations are at the following addresses:

100-A Twinbridge Drive
Pennsauken, NJ 08110
AND
401 North Broad Street
Suite 990
Space A1
Philadelphia, PA 191

Commission: Pennsylvania Public Utility Commission.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or SNiP: SNiP Link, LLC, the issuer of this tariff.

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DEFINITIONS (Cont'd)

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Dial Tone Line Connection: Dial Tone Line Connection includes, but is not limited to, making or changing connections in a Central Office and making or changing connections in distribution facilities between the Central Office and the Rate Demarcation Point. It also includes the necessary cross connections, line transfers and normal placement of the Network Interface Device (NID) or equivalent.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

DEFINITIONS (Cont'd)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Home Intercom: Allows telephone extension sharing of the same telephone number to be issued as an intercom system.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by NAC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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DEFINITIONS (Cont'd)

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signalling between telephone switches, or between telephone switches and PBX/key systems.

Non-Listed Telephone Service: Provides Customers the option of being listed on Directory Assistance records, but the listing will not appear in the local directory.

Priority Call: Provides one distinctive audible signal to the called Customer when the Customer receives a call from one of up to six prespecified telephone numbers.

Private Telephone Number Service: Provides Customers the option of omitting their telephone number from the Directory and from Directory Assistance records.

Repeat Call: Allows a caller to dial the last outgoing call.

Return Call: Allows a calling party to return automatically the most recent incoming call. If that line is found busy, a 30-minute queuing process begins, and the Network automatically attempts to complete the call.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Select Forward: Allows the Customer to select a maximum of six telephone numbers for forwarding. The Customer activates this service by dialing a code to create a screening list via an interactive dialing sequence.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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DEFINITIONS (Cont'd)

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person or entity accessing or utilizing the services furnished by the Company to the Customer under this tariff.

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Pennsauken, NJ 08110

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 SCOPE

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice transmission between points within the State of Pennsylvania. Service is available only to Customers located in the service areas specified in Appendix A of this tariff.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own Customers.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.2 SHORTAGE OF EQUIPMENT OR FACILITIES

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C) The Company will provide service only in areas and to the extent that service is made available for resale by the underlying facilities-based carrier from whom the Company purchases underlying transmission services. This tariff shall not be construed to require the Company to provide any service for which it is unable to obtain the necessary underlying transmission services.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 TERMS AND CONDITIONS

- A) For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) A residential Customer who wishes to have service discontinued shall give at least thirty (30) days oral or written notice to the Company, specifying the date on which it is desired to have service terminated. The Customer shall retain responsibility for service and equipment until the day and time on which service is discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and services rendered.
- D) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 15 days' written notice by the Company or 30 days written notice by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 TERMS AND CONDITIONS (Cont'd)

- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.
- F) Upon suspension of service, the Company shall provide the Customer with a termination notice detailing the termination date and time and how the Customer may have service restored. The termination notice will include a medical emergency restoration notice explaining how Customers with medical emergencies may delay termination of basic service.
- G) This tariff shall be interpreted and governed by the laws of the state of Pennsylvania regardless of its choice of laws provision.
- H) Notwithstanding the provisions of this Section, the Company will comply with the rules and regulations of the Commission.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY OF THE COMPANY

- A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.

- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any Commission, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities, telecommunications services or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless against any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

- G) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. Notwithstanding any other provision of this tariff, in no event shall the Company's liability for any claim, loss, damage or expense from any carrier whatsoever exceed the service provider's liability described in the applicable tariffs of Bell Atlantic for the telecommunications services resold by Company. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

- H) Under no circumstances shall this tariff be construed to make Bell Atlantic liable to the Customer for any indirect, special, incidental, consequential, or other damages including, but not limited to, harm to business, lost revenues, lost profits, lost savings, or other commercial or economic loss, whether foreseeable or not and regardless of notification of the possibility of such damages.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- 1) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

2.1.5 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.6 PROVISION OF EQUIPMENT AND FACILITIES

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.6 PROVISION OF EQUIPMENT AND FACILITIES (Cont'd)

- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

 - 2) the reception of signals by Customer-provided equipment.

REGULATIONS2.1 UNDERTAKING OF THE COMPANY (Cont'd)2.1.7 NON-ROUTINE INSTALLATION

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

REGULATIONS2.1 UNDERTAKING OF THE COMPANY (Cont'd)2.1.8 SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this tariff, the Company may arrange, on a reasonable effort basis, for the special construction of facilities at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally provide;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.9 OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 PROHIBITED USES

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

REGULATIONS2.2 PROHIBITED USES (Cont'd)

- E) Residential services offered by the Company shall not be used by persons not eligible to subscribe to residential services under the applicable tariffs of the Company's underlying service providers. The Company may require the Customer to provide adequate proof of its compliance with any applicable eligibility criteria.

2.3 OBLIGATIONS OF THE CUSTOMER2.3.1 GENERAL

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

REGULATIONS2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)2.3.1 GENERAL (Cont'd)

- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 GENERAL (Cont'd)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company-provided facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.2 CLAIMS

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

REGULATIONS2.4 CUSTOMER EQUIPMENT AND CHANNELS2.4.1 GENERAL

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 STATION EQUIPMENT

- A) Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

REGULATIONS

2.4 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)

2.4.3 INTERCONNECTION OF FACILITIES

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1995 edition).

REGULATIONS

2.4 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)

2.4.4 INSPECTIONS

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company or its agent may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company or its agents may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS

2.5.1 PAYMENT FOR SERVICE

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, gross revenues, excise, access, universal service or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) including the Federal Subscriber Line Charge (SLC) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 BILLING AND COLLECTION OF CHARGES

- A) Non-recurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

REGULATIONS2.5 PAYMENT ARRANGEMENTS (Cont'd)2.5.2 BILLING AND COLLECTION OF CHARGES (Cont'd)

- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Commission or a late factor of 1.5% per month.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.2 BILLING AND COLLECTION OF CHARGES (Cont'd)

- H) If service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

2.5.3 ADVANCE PAYMENTS

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and two months' charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

REGULATIONS2.5 PAYMENT ARRANGEMENTS (Cont'd)2.5.4 DEPOSITS

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) the lesser of two months' average usage charges of \$50.00 for a service or facility that has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits held for more than six months will accrue interest at a rate of 7% per annum for residential Customers and for business Customers, a charge equal to the amount paid on a two year United States Treasury note for the 12 preceding months ended December 31 as required by Commission rules without any deductions for any taxes on such deposits. Interest is credited to the Customer annually or upon termination of service. Interest will not accrue on any deposit after the date on which reasonable effort has been made by the Company to return the deposit to the Customer.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.5 DISCONTINUANCE OF SERVICE

- A) Upon nonpayment of any amounts owing to the Company, the Company may suspend service by giving 15 days prior written notice to the Customer. In the event payment is not received within 10 days of the suspension of service, the Company may terminate service without incurring any liability. The Company shall provide a final notice of termination of service 2 days before the proposed discontinuance.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 7 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

REGULATIONS2.5 PAYMENT ARRANGEMENTS (Cont'd)2.5.5 DISCONTINUANCE OF SERVICE (Cont'd)

- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.6 CANCELLATION OF APPLICATION FOR SERVICE

- A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in Sections 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

REGULATIONS2.5 PAYMENT ARRANGEMENTS (Cont'd)2.5.7 CHANGES IN SERVICE REQUESTED

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service that are not due to the negligence of the Customer, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1 for the part of the service that the interruption affects.

2.6.1 CREDIT FOR INTERRUPTIONS

- A) When main service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations provided for in subsection (2).
- (1) One-thirtieth of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each of the first three full 24 hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.
 - (2) Two-thirtieths of the tariff monthly rate for each full 24 hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.

REGULATIONS2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)2.6.1 CREDIT FOR INTERRUPTIONS (Cont'd)

- B) When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of one-thirtieth of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.
- C) The allowance described in this Section shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service or where the Company, pursuant to the terms of the contract for service, suspends or terminates service for non-payment of charges, or for unlawful or improper use of the facilities or service, or for any other reason provided for in the filed and effective tariff.

The preceding Rule applies only when main telephone service to the Rate Demarcation Point is interrupted.

REGULATIONS2.7 USE OF CUSTOMER'S SERVICE BY OTHERS2.7.1 RESALE AND SHARING

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for payment for such services, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 JOINT USE ARRANGEMENTS

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.