-Negotiate scheduling, transfer and testing of modified data.
-Negotiate processing of verified data through the MCIm billing system.
-Arrange for review and verification of testing of changes.
-Arrange for review of modified controls, if applicable.

5.1.5.13 Introduction of Changes:

5.1.5.13.1 When the testing requirements have been met and the results reviewed and accepted, the Parties shall:

-Negotiate an implementation schedule.
-Verify the existence of a contingency plan.
-Arrange for the follow-up review of changes.
-Arrange for appropriate changes in control program, if applicable.
-Arrange for long-term functional review of impact of changes on the MCIm billing system, i.e., accuracy, timeliness, and completeness.

5.1.6 Information Provider Calls

5.1.6.1 Information Provider calls originating from a resold line may include all calls made to NXX codes associated with NYT's Mass Announcement Service (976), group bridging Service (550), Interactive Information Network Service (540,970), Information Numbering Plan Service (394) and Subscriber Priced Dedicated Mass Announcement Service (no current quantities in service).

5.1.6.2 For billing these calls directly to MCIm local subscribers, BA shall compensate MCIm. The compensation will consist of the applicable wholesale discount rate applied to the BA portion of the Information Provider service rate.

5.1.6.3 MCIm shall have the same recourse for local subscriber disputed Information Provider charges with BA as BA has with its own local subscriber. Information Provider call charges for the first claim to a specific local subscriber line shall be adjusted off of MCIm's resold account without blocking the local subscriber's ability to make an

Information Provider call. Information Provider call charges for a second claim to the same local subscriber line shall be adjusted off of MCIm's resold account only if MCIm request blocking of this local subscriber line from originating Information Provider calls. BA agrees that any Information Provider call charges considered to be fraudulent shall be adjusted off of MCIm's resold account.

5.1.6.4 BA shall be responsible for all payments made to the BA Information Provider.

5.2 Information Exchange and Interfaces

5.2.1 Core Billing Information

5.2.1.1 Recorded Usage Data - All IntraLATA Toll and Local Usage. BA shall provide MCIm with unrated EMR records associated with all intraLATA toll and local usage which they record on MCIm's behalf. Any category, group and/or record types approved in the future by BA shall be included if they fall within the definition of local service usage. MCIm shall be given notification thirty (30) days prior to implementation of a category, group or record type.

5.2.1.2 BA shall provide MCIm rated EMR records for incollects and on resale information provider calls.

5.2.1.3 All usage recorded by BA for MCIm are to be transmitted to MCIm as mutually agreed between the Parties. BA recorded usage includes usage by MCIm subscribers as specified in Section 5.1.1.3 of this Agreement.

5.2.1.4 Data Delivery Schedules: Data shall be delivered to MCIm by BA each business day (Monday through Friday) unless otherwise agreed by the Parties: MCIm and/or BA Data Center holidays are excluded. BA and MCIm shall exchange schedules of designated Data Center holidays.

5.2.2 Supporting Billing Information

5.2.2.1 Returned Long Distance Messages and Invoices

5.2.2.1.1 BA shall return usage records or invoices to the IXC for messages or invoices that cannot be billed to a BA end user because BA no longer serves the end user for the associated messages or invoices as a result of the end user telephone number being served by another LEC/CLEC.

5.2.2.1.2 Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-standard EMR format using the OBF-agreed return code 50, unless otherwise negotiated between MCIm and BA.

5.2.2.1.3 Additional return codes to be used for return designations shall be negotiated locally between MCIm and BA, making every effort to follow established Bellcore values.

5.2.2.1.4 **[INTENTIONALLY LEFT BLANK]**

.5.2.3 **Product/Service Specific Records**

5.2.3.1 **[INTENTIONALLY LEFT BLANK]**

5.2.3.2 BA shall provide a specialized service/service provider charge record to support the special features star services if these features are part of BA's offering, where recording is technically feasible and available. This record will be formatted per Bellcore standards. BA will provide activation information of class features on the call usage detail service.

5.2.4 **Emergency Information**

5.2.4.1 [INTENTIONALLY LEFT BLANK]

5.2.4.2 The Parties will mutually provide the transport facility for transmitting usage and billing data between BA location and the MCI location. The Parties shall transmit via CONNECT:Direct possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, the Parties

shall contract for a courier service to transport the data via tape.

5.2.5 Rejected Recorded Usage Data

5.2.5.1 [INTENTIONALLY LEFT BLANK]

5.2.5.2 BA will return EMR/EMI records to MCIm with a Bellcore standard return code.

5.2.6 Interfaces

5.2.6.1 Unbundled Network Elements. BA shall transmit formatted recorded usage data to MCIm via NDM or CONNECT: Direct, as applicable.

5.2.6.2 Resale. BA, at the rates specified in the applicable tariff, shall transmit formatted recorded usage data to MCIm via NDM.

5.2.6.3 For all data transmissions MCIm shall notify BA of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

5.2.6.4 For all data transmissions critical edit failure on the pack header or pack trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIm within two (2) business day of receipt. Rejected packs shall be corrected by BA and retransmitted to MCIm within twenty-four (24) hours or within an alternate time frame negotiated on a case by case basis.

5.2.6.5 For all data transmissions a pack shall contain a minimum of one (1) message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. There is no maximum number of packs for a file transmission. A scheduled file transmission may occur for a "null" dataset containing no records. In such case, there will be no pack header or trailer contained in the "null" dataset, and no incrementing of invoice sequences from the last "positive" dataset. BA shall provide MCIm one dataset per sending location, with the agreed

upon RAO/OCN populated in the header and trailer records.

5.2.7 Formats and Characteristics

5.2.7.1 Rated in collect messages shall be transmitted via CONNECT:Direct or NDM as applicable, and can be intermingled with the unrated messages. No special packing is needed.

5.2.7.2 BA shall provide recorded usage data for all usage sensitive services purchased by MCIm in the format defined in Section 5.1.1.1 of this Attachment. All recorded usage data will be transmitted to MCIm via Connect: Direct, as applicable. Record formats include header and trailer records.

5.2.7.3 BA shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records.

5.2.7.4 The interfacing Bell RAO, OCN, and remote identifiers shall be used by MCIm to control invoice sequencing and each shall have its own invoice controls. The Bell RAO and OCN shall also be used to determine where the message returns file, containing any misdirected and unguidable usage, shall be sent.

5.2.7.5 The file's RECFM shall be variable block or fixed as negotiated, size and the LRECL shall be specified in accordance with the appropriate Bellcore EMR standard.

5.2.7.6 [INTENTIONALLY LEFT BLANK]

5.2.7.7 BA shall transmit usage data to MCIm using dataset naming conventions agreed to by the Parties.

5.2.8 Controls

5.2.8.1 MCIm shall test and certify the NDM interface to ensure the accurate receipt of recorded usage data.

5.2.8.2 Header and trailer records shall be populated per Bellcore EMR

standards according to applicable record type. The trailer grand total record count shall be populated with total records in pack (excluding header & trailer).

5.2.8.3 Control Reports: MCIm will accept input data provided by BA in EMR format in accordance with the requirements and specifications detailed in Section 8 of Attachment III. In order to ensure the overall integrity of the usage being transmitted from BA to MCIm, data transfer control reports shall be required. These reports shall be provided by MCIm to BA on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BA.

5.2.8.4 Control Reports - Distribution: Dataset names for control reports shall be mutually agreed.

5.2.8.5 Message Validation Reports: Unless otherwise agreed, MCIm shall provide daily message validation reports to the designated BA point of contact. Unless otherwise agreed, these reports shall be provided for all data transmitted via NDM Monday through Friday.

5.2.8.6 Incollect Pack Processing Report: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

-BA Name
-Reseller Total Messages processed in a pack
-Packs processed shall reflect the number of messages initially erred and accepted within a pack
-Reseller Total Packs processed

5.3 Standards

5.3.1 When requested by MCIm for security purposes, BA shall provide MCIm with recorded usage data for MCIm subscribers consistent with what BA provides for its own services. If not available in EMR format, the recorded usage data may be provided in AMA format consistent with current laws and regulations.

5.3.2 BA shall include the WTN of the call originator on each EMR call record.

5.3.3 Usage records and station level detail records shall be in packs in accordance with EMR standards.

5.3.4 BA shall provide recorded usage data to MCIm on a schedule to be determined by the Parties.

5.3.5 The Party that provides the 800 database look-up for intraLATA 800 services shall provide the originating 800 recorded usage records to the other Party for billing purposes for a mutually agreeable charge.

5.4 Performance Measurements

5.4.1 When notified by MCIm that a subscriber has changed only his/her PIC from one IEC carrier to another carrier, BA shall provision the PIC change and convey the confirmation of the PIC change via the work order completion feed.

5.4.2 Timeliness: BA shall transmit via NDM all usage records to MCIm's designated point of contact on a daily basis scheduled on BA processing days per BA production calendar, as negotiated with MCIm.

5.4.3 Completeness: The Parties shall provide all required recorded usage data and ensure that it is processed and transmitted within a mutually agreed number of days from the message create date. A metric that is supported by the BA bill certification/quality assurance process will be adopted by BA and MCIm for purposes of measuring completeness of data delivery. Percentage criteria for evaluating such measurement will be established through negotiation between BA and MCIm.

5.4.4 Accuracy: BA shall provide recorded usage data in the format and with the content as defined in the current Bellcore document. A metric that is supported by the BA bill certification/quality assurance process will be adopted by BA and MCIm for purposes of measuring accuracy of data delivery. Percentage criteria for evaluating such measurement will be established through negotiation between BA and MCIm. Critical errors will be defined through mutual negotiation.

5.4.5 Data Packs Accuracy: BA shall transmit to MCIm all packs error free in a mutually agreed format. Expectation levels will be mutually agreed by the

Parties. Critical errors will be defined by mutual agreement of the Parties.

5.4.6 Recorded Usage Data Accuracy: BA shall ensure that the recorded usage data is transmitted to MCIm error free. If MCIm discovers an error, BA shall correct such error in accordance with this Section 5.4.6. Critical errors will be defined in advance, under current Bellcore specifications, subject to mutual agreement. Such error will be reported to BA as a MR. A change request that is not specific to a standard and mutually recognized error under existing specifications will be treated by BA as a system development request and not as a MR. Performance is to be measured at two (2) expectation levels (i.e., Severity 1 and Severity 2) and such levels will be mutually agreeed by the Parties.

5.4.7 Usage Inquiry Responsiveness: BA shall respond to all usage inquiries within twenty-four (24) hours of MCIm's request for information whenever possible. Expectation levels will be established through negotiation between BA and MCIm.

5.4.8 File Transfer Accuracy: BA shall initiate and transmit all files error free and without loss of signal. Expectation levels will be mutually agreed.

5.4.9 BA shall meet the following performance measurements for the provision of EMR records:

5.4.9.1 Timeliness: Daily timeliness criteria will be negotiated the Parties using time frames based on technical processing requirements.

5.4.9.2 Accuracy: Accuracy criteria will be negotiated by the Parties based on mutually recognized error conditions.

5.4.9.3 Completeness: There should be no more than 20 omissions per one (1) million records.

5.5 Reporting

5.5.1 BA shall supply reports to be used for local usage data performance measurement within the parameters of existing BA system capabilities. Where MCIm requirements exceed existing BA production specifications, the MCI report requirements shall be considered as (a) system development request(s) and

shall be negotiated accordingly.

> 5.5.2.1 The specific services to be included in the performance measurement report, its format, measurement time frame, and initial implementation date shall be as required by MCIm.

Section 6. Maintenance

6.1 General Requirements

6.1.1 BA shall provide repair, maintenance, and testing for all Telecommunications Services and unbundled Network Elements and combinations to the extent technically feasible in accordance with BA's existing practices.

> 6.1.1.1 During the term of this Agreement, BA shall provide necessary maintenance business process support as well as those technical and systems interfaces to enable MCIm to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled Network Elements or combinations of Network Elements that BA provides itself, its subscribers, any of its Affiliates or subsidiaries or any other entity. BA shall provide MCIm with the same level of maintenance support as BA provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BA uses and/or which are required by law, regulatory agency, or by BA's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as BA may deploy) that BA provides to MCIm under this Agreement.

> 6.1.1.2 BA shall provide MCIm access to information contained in BA Operating Support Systems (OSS) to enable MCIm to perform the same functions at the same level of quality as BA personnel. Access to this OSS information will be provided to MCIm during the same hours that it is available to BA personnel.

6.1.1.3 BA shall provide MCIm maintenance dispatch personnel on the same schedule that BA provides its own subscribers.

6.1.2 MCIm shall handle all interaction with MCIm subscribers including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution.

6.1.3 BA and MCIm shall work in a cooperative manner to meet maintenance standards for all Telecommunications Services, unbundled Network Elements and combinations of unbundled Network Elements ordered under this Agreement.

6.1.4 All BA employees or contractors who perform repair service for MCIm subscribers shall follow procedures developed by BA in consultation with MCIm, for customer contact in a wholesale marketing environment, in BA employee or contractor communications with MCIm subscribers. These procedures and protocols shall ensure that (a) BA performs repair service that is equal in quality to that provided to BA subscribers, and (b) trouble tickets input by MCIm shall receive response time priority that is equal to that of BA subscribers and shall be handled on a "first come first served" basis regardless of whether the trouble ticket is initiated by MCIm or BA.

6.1.5 BA's scheduled maintenance shall include all normally required and recommended maintenance intervals and procedures, for all Telecommunications Services, Network Elements and combinations of Network Elements.

6.1.5.1 BA shall provide MCIm at least sixty (60) days advance notice of any scheduled maintenance activity that may affect MCIm's subscribers including a list of all services, elements, features, functions, and capabilities that may be affected by BA maintenance activities.

6.1.6 BA shall provide MCIm with the maximum advance notice possible of all non-scheduled maintenance, testing, monitoring, and surveillance activity, to the extent providing such advance notification is reasonable and practical, to be performed by BA on any Network Element, including, without limitation, any hardware, equipment, software, or system, service functionality that may potentially affect MCIm subscribers.

6.1.6.1 **[INTENTIONALLY LEFT BLANK]**

6.1.6.2 BA shall provide MCIm emergency maintenance in a manner consistent with BA'S normal emergency maintenance and repair practices.

6.1.7 In the event of an emergency situation, BA will make its best efforts to expeditiously notify MCIm of the existence, location and source of an emergency network outage affecting MCIm subscribers. BA will provide an SPOC for initiating and coordinating the restoration of service provided under this Agreement. BA will conduct all restoration activities so as to ensure parity between similarly situated MCIm and BA end-users. In addition, BA will provide a mutually agreeable escalation process for maintenance problems.

6.1.7.1 For purposes of this Section 6.1, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period for all subscribers in a single exchange.

6.1.8 BA and MCIm shall establish mutually acceptable methods and procedures for the referral of misdirected calls from MCIm subscribers to BA requesting repair.

6.1.9 BA shall inform MCIm of repair completion and trouble reason as soon as possible after restoration of network elements or combinations of Network Elements and any other trouble reports by MCIm. Notification should be provided via electronic interface.

6.1.10 BA and MCIm shall mutually develop escalation procedures to be followed if either Party deems that any performance standard defined in this Agreement is not met for any individual trouble report. The escalation procedures to be provided shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues and who will be contacted when a trouble condition is escalated.

6.1.11 In the event BA fails to conform to any specified performance and service quality standards, MCIm may request, and BA shall perform and deliver to MCIm, a root cause analysis of the reasons for BA's failure to conform, and BA shall correct said cause as soon as possible, at its own expense.

6.1.12 Dispatching of BA technicians to MCIm subscriber premises shall be accomplished by BA pursuant to a request received from MCIm. MCIm shall be able to schedule maintenance appointments in intervals on the same basis that BA schedules for itself. The electronic interface established pursuant to subsection 6.2 shall provide the capability of allowing MCIm to create trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the subscriber's premises, and verify any actual work completed on the subscriber's premises.

6.1.13 BA shall supply MCIm with a unique number to identify each MCI initial trouble report opened.

6.1.14 BA shall provide for resale any maintenance/protection plans to MCIm that it offers BA's own subscribers.

6.1.15 **[INTENTIONALLY LEFT BLANK]**

6.1.16 MCIm may submit a subsequent trouble report if the initial trouble report was closed without repairs being made to the subscriber's satisfaction. MCIm shall have the ability to escalate repair service requests on such subsequent trouble reports, if the original report accurately reflected the trouble condition and appropriate dispatch by contacting the SPOC within the Carrier Service Center or within the Resale Service Center. MCIm will have the ability to request a trouble history on such accounts.

6.1.17 BA shall post notice available to MCIm via an electronic interface upon completion of a trouble report. The report shall not be considered closed until such notification is made.

6.1.18 **Additional Unbundling Requirements**

    6.1.18.1 When trouble is reported by a subscriber served through unbundled Network Elements, MCIm will test its network and unbundled Network Elements to the extent practical to identify any problems. If no problems are identified with the MCIm network, MCIm will open a trouble report with BA. MCIm will provide, as appropriate, test information for BA technicians based upon the results of its test of their network or Network

Element. BA will respond to such information and dispatch as necessary to correct the issue. In the event incorrect information is provided or MClm requires a dispatch that BA does not believe is necessary MClm will compensate BA for false dispatch in accordance with the price set forth in Attachment I. BA shall then test its portion of the network and perform repairs as required in the time frames set forth below in this Agreement.

6.1.18.1.1 The Parties will coordinate combined testing or repair activities until the trouble is resolved. BA shall provide repair updates to MClm.

6.2 Systems Interfaces and Information Exchanges

6.2.1 BA shall cooperate with MClm to establish an electronic interface for MClm to gain access to information and functionality required to support the maintenance and trouble administration processes. This interface shall be seamless and transparent to MClm personnel working through MClm's systems.

6.2.1.1 [INTENTIONALLY LEFT BLANK]

6.2.1.2 This interface shall allow MClm personnel to perform the following functions for MClm subscribers: (i) enter trouble reports in the BA maintenance systems for an MClm subscriber, (ii) retrieve and track current status on all MClm subscriber trouble reports; (iii) receive ETTR, and (iv) receive automated notification of trouble closure.

6.2.1.3 [INTENTIONALLY LEFT BLANK]

6.2.1.4 BA and MClm agree to cooperatively develop and implement as soon as possible the electronic interfaces described above. The electronic interfaces will be based upon standards and guidelines as developed by industry fora.

6.2.2 [INTENTIONALLY LEFT BLANK]

6.2.3 [INTENTIONALLY LEFT BLANK]

6.2.3.1 When BA performs testing for resale services, it shall provide the test results to MCIm. BA will provide MCIm with the status of the trouble.

6.2.4 BA shall provide to MCIm the ability to obtain, upon request, the status on *open maintenance trouble reports via electronic interface. BA agrees to provide,* upon MCIm's request, the status of residence and small business trouble reports.

6.2.5 BA agrees to provide MCIm the status for open maintenance trouble reports for large business subscribers if the status of the trouble report changes on the same basis BA reports such change in status to its large business subscribers, or upon MCIm's request.

6.2.6 BA agrees to work with MCIm on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time. BA will work to clear all troubles as expeditiously as possible. BA will isolate and clear troubles without having to have MCIm on the line at all times.

6.2.7 BA agrees to continue to work with MCIm toward implementing a process to meet MCIm's requirements for notification of switch failures as soon as possible.

6.2.8 BA agrees to provide MCIm an estimated date and time for repair on all *residence and small business trouble reports.*

6.3 Standards

6.3.1 Maintenance charges for premises visits by BA employees or contractors shall be billed by MCIm to its subscriber.

6.3.1.1 [INTENTIONALLY LEFT BLANK]

6.3.1.2 If additional work is required, BA employees or contractors shall advise the MCIm subscriber to call MCIm to approve completion of such

work at the time or to make arrangements for completion of such work at a later date.

6.3.1.3 The BA employees or contractors shall obtain the subscriber's signature upon said form, and use the signed form to input maintenance charges into the BA repair and maintenance database (accessible by way of electronic interface). These charges shall include any charges for inside wiring work by BA employees or contractors.

6.3.2 BA agrees to work with MCIm to support expeditious development of an industry standard trouble report entry format and agrees to implement such standard within a mutually agreed time frame, based on the complexity of such standard after final resolution by the NOF.

6.4 Performance Measurements and Reporting

6.4.1 Cycle Time Measurements

6.4.1.1 Until an electronic interface exists, BA agrees that MCIm may report troubles to BA's CATC by telephone or dial up modem based on mutual consent of the Parties. When providing repair and maintenance to MCIm and MCIm subscribers under this Agreement, BA's repair service bureau shall conform to the answer time performance standards set forth in Part 603.12(d) of the New York Public Service Commission's Rules.

6.4.1.2 When repair service is provided to MCIm subscribers before an electronic interface is established between MCIm and BA, the repair service bureau answering time performance standards set forth in Part 603.12(d) of the New York Public Service Commission's Rules shall apply.

6.4.1.3 The BA repair bureau shall answer its telephone and begin taking information from MCIm in accordance with the standards on answer time performance set forth in Part 603.12(d) of the New York Public Service Commission's Rules.

6.4.1.4 For all residence and small business trouble reports for resold services, BA shall meet the maintenance performance standards set forth

in the chart below:

RESALE MISSED (REPAIR) APPOINTMENT RATE TARGET LEVEL

1996	1997	1998	1999	2000	2001
11.5%	11%	10.5%	10%	10%	10%

Target Level for Unbundled Loops (with dispatch) = 20%

OUT OF SERVICE MORE THAN TWENTY-FOUR (24) HOURS

1996	1997	1998	1999	2000	2001
23%	22%	21%	20%	20%	20%

Plan Year = September 1- August 31

For unbundled Network Elements eighty percent (80%) of out-of-service troubles shall be cleared within twenty-four (24) hours. Trouble tickets that are not out-of-service trouble tickets shall be cleared within seventy-two (72) hours.

6.4.1.5 In the event the "estimated time to restore" has been missed, BA shall notify MCIm immediately.

6.4.1.6 Emergency network outages shall be restored within one (1) hour. The only exception to this shall be in the case of a Force Majeure event affecting an entire exchange.

6.4.1.6.1 Number of emergency network outages recorded within one (12) twelve month period shall not exceed two (2).

6.4.1.7 Where an outage has not reached the threshold defining an emergency network outage, the following quality standards shall apply with respect to restoration of services.

6.4.1.7.1 Total outages requiring a premises visit by a BA technician that are received between 8 a.m. to 6 p.m. on any day shall be restored within four (4) hours of referral, ninety percent (90%) of the time within eight (8) hours of referral, ninety-five percent (95%) of the time, and within sixteen (16) hours of referral, ninety-nine percent (99%) of the time.

6.4.1.7.2 Total outages requiring a premises visit by a BA technician that are received between 6 p.m. and 8 a.m. on any day shall be restored during the following 8 a.m. to 6 p.m. period in accordance with the following performance metrics: within four (4) hours of 8 a.m., ninety percent (90%) of the time. within eight (8) hours of 8 a.m., ninety-five percent (95%) of the time and within sixteen (16) hours of 8 a.m., ninety-nine percent (99%) of the time.

6.4.1.7.3 Total service outages which do not require a premises visit by a BA technician shall be restored within two (2) hours of referral, eighty-five percent (85%) of the time; within three (3) hours of referral, ninety-five percent (95%) of the time; and within four (4) hours of referral, ninety-nine percent (99%) of the time.

6.4.1.8 For maintenance and trouble management purposes, TSP and Essential Services outages shall be designated for repair at the highest priority one hundred percent (100%) of the time.

6.4.1.9 Irrespective of whether or not resolution requires a premises visit, for purposes of this Section 6, service will be considered restored, or a trouble considered resolved, when the quality of the service is equal to that provided before the outage or the trouble occurred.

6.4.1.10 [INTENTIONALLY LEFT BLANK]

6.4.1.11 To support unbundling processes, BA agrees to support trouble sectionalization and resolution and to respond to MCIm requests for assistance within one (1) hour for scheduling of testing personnel.

6.4.2 Quality

6.4.2.1 The BA repair bureau shall be available to MCIm on the same basis that such bureau is available to BA, its employees and its Affiliates.

6.4.2.2 The BA repair bureau shall provide to MCIm the "estimated time to restore" in accordance with the standards established in 16 NYCRR 603.12.

6.4.3 [INTENTIONALLY LEFT BLANK]

Section 7. Miscellaneous Services & Functions

7.1 General Requirements

7.1.1 Basic 911 and E911 General Requirements

7.1.1.1 Basic 911 and E911 provide a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 where available are included in local service resale. Basic 911 and E911 access from local switching shall be provided to MCIm in accordance with sections 7.1.1.2 - 7.1.1.6 of this Attachment VIII.

7.1.1.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the ALI/DMS, to determine to which PSAP to route the call.

7.1.1.3 [INTENTIONALLY LEFT BLANK]

7.1.1.4 Basic 911 and E911 functions provided to MCIm shall be at parity with the support and services that BA provides to its subscribers for such similar functionality.

7.1.1.5 Basic 911 and E911 access from local switching shall be provided

to MCIm in accordance with the following:

> 7.1.1.5.1 The Parties shall conform to all state/municipal regulations concerning emergency services.

> 7.1.1.5.2 For E911, MCIm shall use its service order process to update and maintain subscriber information in the ALI/DMS database via PS/ALI. BA will perform MSAG edits of information submitted by MCIm.

7.1.1.6 MCIm shall provide for overflow 911 traffic to be routed to the operator service platform of MCIm's choice in accordance with State Emergency Telecommunication specifications.

7.1.1.7 Basic 911 and E911 access from the MCIm local switch shall be provided to MCIm in accordance with the following requirements:

> 7.1.1.7.1 If required, BA shall provide direct trunks for the MCIm network to the appropriate 911 hubs for specific geographic locations. Such trunks may alternatively be provided by MCIm in accordance with State Emergency Telecommunications specifications.

7.1.1.7.2 In government jurisdictions where BA has obligations under existing Agreements as the primary provider of the 911 System to the county, MCIm shall participate in the provision of the 911 System as follows:

> > 7.1.1.7.2.1 Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.

> > 7.1.1.7.2.2 Host BA shall be responsible for maintaining the E911 database.

> 7.1.1.7.5 Interconnection and database access shall be priced as

specified in Attachment I.

7.1.1.7.6 BA shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

7.1.1.7.7 BA will provide for resale service that is at least equal in quality to that provided by BA to its own subscribers.

7.1.1.8 MCIm may purchase from BA its Emergency Bulletin Service which contains the emergency public agency (e.g. police, fire, and ambulance) telephone numbers linked to all NPA NXXs for the states in which they provide service.

7.1.1.9 **[INTENTIONALLY LEFT BLANK]**

7.1.1.10 **[INTENTIONALLY LEFT BLANK]**

7.1.1.11 The following are Basic 911 and E911 Database Requirements:

7.1.1.11.1 Each party shall maintain ownership of their respective records in the ALI database. BA will maintain responsibility for the management of that database.

7.1.1.11.2 BA will provide MCIm with a complete copy of the MSAG at the start of MCIm's 911 implementation. Copies of the MSAG shall be provided annually with weekly updates. BA will provide MCIm with the changes to the MSAG each Sunday. These changes will be available the next business day.

7.1.1.11.3 MCIm shall be solely responsible for providing MCIm database records to BA for inclusion in BA's ALI database on a timely basis.

7.1.1.11.4 BA will provide MCIm with an electronic interface (Private Switch Automatic Location Identification--PS/ALI) through

which MClm shall input and provide a daily update of E911 database information related to MClm customers. BA will provide MClm with the necessary record format to support this process.

7.1.1.11.5 MClm shall assign an E911 database coordinator charged with the responsibility of forwarding MClm end user ALI record information to BA. MClm may elect to use a third-party entity and charge it with the responsibility of ALI record transfer. MClm assumes all responsibility for the accuracy of the data that MClm provides to BA.

7.1.1.11.6 BA shall update the database within two (2) business days of receiving the data from MClm. If BA detects an error in the MClm provided data, the data shall be returned to MClm within two (2) business days from when it was provided to BA. MClm shall respond to requests from BA to make corrections to database record errors by uploading corrected records within two (2) business days. In the event of catastrophic failure, BA and MClm shall arrange to update the E911 database information related to MClm end users through alternative means (electronic file transfer, magnetic tape or facsimile).

7.1.1.11.7 BA agrees to treat all E911 ALI data on MClm subscribers provided under this Agreement as strictly confidential and to use data on MClm subscribers only for the purpose of providing E911 service.

7.1.1.11.9 BA shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a POC for each.

7.1.1.12 The following are basic 911 and E911 Network Requirements:

7.1.1.12.1 MClm shall provide a minimum of two (2) E911 trunks per NPA code, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. These trunks will be dedicated to routing all calls from

MCIm's switch to a BA selective router.

7.1.1.12.2 BA shall provide the selective routing of E911 calls received from MCIm's switching office. This includes the ability to receive the ANI of MCIm's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. BA shall provide MCIm with the appropriate CLLI codes and specifications regarding the tandem serving area associated addresses and meet points in the network.

7.1.1.12.3 Copies of Selective Routing Boundary Maps or equivalent information shall be available to MCIm on request. Each map shows the boundary around the outside of the set of exchange areas served by that selective router. The map provides MCIm the information necessary to set up its network to route E911 callers to the correct selective router.

7.1.1.12.4 MCIm shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. MCIm shall also ensure that its switch provides the line number of the calling station. Where applicable, MCIm shall send a ten-digit ANI to BA.

7.1.1.12.5 Each ALI discrepancy report received by BA from a state coordinator shall be forwarded to MCIm by facsimile. Corrective action shall be taken immediately by MCIm.

7.1.1.12.6 **Geographic and Technical Information**

7.1.1.12.6.1 MCIm shall obtain from the controlling counties/municipalities detailing geographic boundaries of the government entities and PSAPS.

7.1.1.12.6.2 Where BA controls the 911 network, BA shall provide technical specifications for network interface and maintenance, or technical specifications for database loading and maintenance.

7.1.1.12.6.3 Where BA controls the 911 network, BA and MCIm shall work cooperatively to identify rate center/exchange and boundary information as necessary to properly route emergency calls.

7.1.1.12.7 BA shall identify special routing arrangements to complete overflow.

7.1.1.12.8 BA shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. BA must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself, and without the imposition of Telecommunications Service Priority.

7.1.1.12.9 **[INTENTIONALLY LEFT BLANK]**

7.1.1.12.10 As required by State Emergency Telecommunications specifications, trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

7.1.1.12.11 As required by State Emergency Telecommunications specifications, circuits shall have interoffice, loop and carrier system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available carrier systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

7.1.1.12.12 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual circuit level. Monitoring shall be conducted by BA for trunks between the tandem and all associated PSAPs.

7.1.1.12.13 Repair service shall begin immediately upon receipt of

a report of a malfunction. BA repair efforts shall be provided in the same manner as BA provides repair service to itself.

7.1.1.12.14 All 911 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of TTY/TDDs.

7.1.1.13 Basic 911 and E911 Additional Requirements.

7.1.1.13.1 All MCIm lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. BA shall send both the ported number and the MCIm number (if both are received from MCIm). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen.

7.1.1.13.2 [INTENTIONALLY LEFT BLANK]

7.1.1.13.3 BA shall notify MCIm 48 hours, or as soon as possible, in advance of any scheduled testing or maintenance affecting MCIm 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 service.

7.1.1.13.4 MCIm shall be responsible for reporting all errors, defects and malfunctions to BA. BA shall provide MCIm with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

7.1.1.13.5 [INTENTIONALLY LEFT BLANK]

7.1.1.13.6 BA shall provide sufficient planning information regarding anticipated moves to SS7 signaling for the next six (6) months.

7.1.1.13.7 BA shall provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

7.1.1.13.8 [INTENTIONALLY LEFT BLANK]

7.1.1.13.9 BA shall establish process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

7.1.1.13.10 BA will work with MCIm to facilitate necessary database updates on ported numbers. MCIm shall bear full responsibility for providing the data required for the accuracy and completeness of all its end user records in ALI.

7.1.2 Directory Assistance Service

7.1.2.1 BA shall, to the extent technically feasible on an office by office basis, provide for the routing of directory assistance calls (including to 411, 555-1212, NPA-555-1212) dialed by MCIm subscribers directly to either the MCIm Directory Assistance service platform or BA Directory Assistance service platform as specified by MCIm. Routing of traffic to the MCIm operator platform and/or BA operators branding for MCIm for resold services and unbundled local switching may be provided using different technologies. For MCIm to obtain routing of operator assisted and directory assistance calls on resold lines, MCIm shall identify the particular switches for which such capability is requested. Such identification shall be made not less than sixty (60) days before the date on which MCIm requires that such capability be implemented in a switch. Upon such request, the Parties shall negotiate a reasonable deployment schedule. Access to the BA Directory Assistance platform from MCIm's local switch requires that MCIm utilize Interface Group 6 Trunk group with appropriate signaling for operator services as specified by BA.

7.1.2.2 MCIm subscribers shall be provided the capability by BA to dial the same telephone numbers for access to MCIm Directory Assistance that BA subscribers use to access BA Directory Assistance.

7.1.2.3 BA shall provide Directory Assistance functions and services to MCIm for its subscribers as described below until, when technically feasible and requested by MCIm, BA routes calls to the MCIm Directory

Assistance Services platform.

7.1.2.3.1 BA agrees to provide MCIm subscribers with the same Directory Assistance service that is available to BA subscribers.

7.1.2.3.2 BA shall notify MCIm in advance of any changes or enhancements to its Directory Assistance service, and shall make available such service enhancements on a non-discriminatory basis to MCIm.

7.1.2.3.3 BA shall provide Directory Assistance to MCIm subscribers in accordance with BA's internal operating procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.

7.1.2.3.4 BA shall provide MCIm with the same level of support for the provisioning of Directory Assistance as BA provides itself. Quality of service standards shall be in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BA uses, and/or which are required by law, regulating agency, or by BA's own internal procedures, whichever are the most rigorous.

7.1.2.3.5 Service levels shall comply, at a minimum, with New York Public Service Commission requirements for the number of rings to answer, average work time, and disaster recovery options.

7.1.2.3.6 BA agrees to maintain an adequate operator work force based on a review and analysis of actual call attempts and abandonment rate.

7.1.2.3.7 MCIm or its designated representatives may inspect any BA owned or sub-contracted office which provides Directory Assistance services upon two (2) weeks' notice to BA.

7.1.2.3.8 Directory Assistance services provided by BA to MCIm subscribers shall be branded as required by MCIm on a separate

trunk group if MCIm specific branding is requested. Branding includes front-end, in the event BA deploys it, back end branding of Directory Assistance call. MCIm shall have the option of providing its own branding materials. BA shall make available to MCIm all branding options it provides to itself and others.

7.1.2.3.9 BA shall provide at a minimum the following Directory Assistance capabilities to MCIm's subscribers:

> 7.1.2.3.9.1 A number of subscriber listings and/or addresses equal to that which BA provides itself or other similarly situated carriers per subscriber request.

> 7.1.2.3.9.2 Name and address to MCIm subscribers upon request, except for unlisted or unpublished numbers, in the same states where such information is provided equal to that which BA provides itself or other similarly situated carriers.

> 7.1.2.3.9.3 Upon request, when available (estimated first quarter 1998), call completion to the requested number for local and intraLATA toll calls shall be sent to the network specified by MCIm. Rating and billing shall be done by MCIm.

> 7.1.2.3.9.4 Any information provided by a Directory Assistance ARU shall be repeated the same number of times for MCIm subscribers as for BA's provides itself or other similarly situated carriers.

> 7.1.2.3.9.5 Where possible, BA shall provide the same instant credit on Directory Assistance calls as BA provides itself or other similarly situated carriers.

7.1.2.4 MCIm may populate the Directory Assistance database in the same manner and in the same time frame BA provides itself or other similarly situated carriers.

7.1.3 Operator Services

7.1.3.1 BA shall provide for the routing of local operator services calls (including but not limited to 0+, 0-) dialed by MCIm subscribers directly to either the MCIm operator service platform or BA operator service platform as specified by MCIm. Routing of traffic to the MCIm operator platform or BA operators branding for MCIm for resold services and unbundled local switching may be provided using different technologies and will be provided according to separate time lines as agreed to, as appropriate, by the Parties.

7.1.3.2 MCIm subscribers shall be provided the capability by BA to dial the same telephone numbers to access MCIm Operator Services that BA subscribers dial to access BA operator service.

7.1.3.3 BA shall provide Operator Services to MCIm for its subscribers as described below until, at MCIm's discretion, BA routes calls to the MCIm Local Operator Services platform.

7.1.3.3.1 BA agrees to provide MCIm subscribers the same Operator Services available to BA subscribers.

7.1.3.3.2 Operator Services provided to MCIm subscribers shall be branded as required by MCIm on a separate trunk group if MCIm-specific branding is requested. Branding shall occur at the front-end of the call, unless agreed otherwise. MCIm has the option of providing its own branding materials.

7.1.3.3.3 BA shall provide the following minimum Operator Service capabilities to MCIm subscribers:

7.1.3.3.3.1 BA shall complete 0+ and 0- dialed local calls.

7.1.3.3.3.2 BA shall complete 0+ intraLATA toll calls.

7.1.3.3.3.3 BA shall complete calls that are billed to a calling card, and MCIm shall designate to BA the acceptable types of special billing.

7.1.3.3.3.4 BA shall complete person-to-person calls.

7.1.3.3.3.5 BA shall complete collect calls.

7.1.3.3.3.6 BA shall provide the capability for callers to bill to a third party and complete such calls.

7.1.3.3.3.7 BA shall complete station-to-station calls.

7.1.3.3.3.8 BA shall process emergency calls.

7.1.3.3.3.9 BA shall process Busy Line Verify and Emergency Line Interrupt requests.

7.1.3.3.3.10 [INTENTIONALLY LEFT BLANK]

7.1.3.3.3.11 BA shall process operator-assisted directory assistance calls.

7.1.3.3.3.12 [INTENTIONALLY LEFT BLANK]

7.1.3.3.3.13 [INTENTIONALLY LEFT BLANK]

7.1.3.3.3.14 BA where possible may route 0- traffic directly to a "live" operator team.

7.1.3.3.3.15 Where possible, BA shall provide instant credit on operator services calls at parity to that which BA provides to end users.

7.1.3.3.3.16 BA shall provide caller assistance for the

disabled in the same manner it as provides to BA subscribers.

7.1.3.3.3.17 [INTENTIONALLY LEFT BLANK]

7.1.3.4 Operator Service shall provide MCIm's local service rates when providing rate quote and time-and-charges services.

7.1.3.5 Operator Service shall adhere to equal access requirements.

7.1.3.6 BA shall exercise at least the same level of fraud control in providing Operator Service to MCIm that BA provides for its own operator service. In the case where MCIm numbers are provided using MCIm's own NXX codes and/or its own local switch, fraud control is provided subject to the limitations associated with the information available for these numbers in LIDB as populated by MCIm.

7.1.3.7 BA shall perform billed number screening when handling collect, third party, and calling card calls, both for station to station and person to person call types.

7.1.3.8 BA shall provide service measurements and accounting reports as designated by MCIm.

7.1.3.9 With respect to any BA owned or subcontracted office used in the provision of unbundled operator services to MCIm, MCIm or its designated representatives may, if either subscribes to BA provided unbundled operator service elements, inspect such office, upon two (2) weeks' notice to BA.

7.1.3.10 BA shall direct subscriber account and other similar inquiries to the subscriber service center designated by MCIm.

7.1.3.11 BA shall provide an electronic feed of subscriber call records in EMR format to MCIm in accordance with the time schedule designated by MCIm. (See Section 4)

7.1.3.12 BA shall, when MCIm has purchased operator services trunks, accept and process overflow 911 traffic routed from MCIm to the underlying platform used to provide Operator Service. Routing of MCIm calls originating in its own local switch is dependent on MCIm routing translations and is not a function of the BA network. Routing associated with unbundled local switching is based on MCIm defined office routing plans and its purchase of direct or common routing to the appropriate trunk ports.

7.1.3.13 Busy Line Verification and Busy Line Interrupt:

7.1.3.13.1 BA shall permit MCIm to connect its Local Operator Service to BA's operator services positions for the purpose of obtaining BLV/BLI services. This access will be chargeable on a per request basis as specified in Attachment I.

7.1.3.13.2 [INTENTIONALLY LEFT BLANK]

7.1.3.14 BA shall update the LIDB for MCIm resale subscribers. BA will provide to MCIm the ability to interfile, in the BA LIDB, any MCIm subscriber records associated with numbers provided on MCIm's own NXX codes and/or from MCIm's own local switch or associated with unbundled local switching elements purchased from BA. If MCIm requests this interfiling capability, the Parties will negotiate the terms and conditions for MCIm to update this information and associated price as an addendum to this Agreement

7.1.4 Directory Assistance and Listings Service Requests

7.1.4.1 The following requirements pertain to BAs Directory Assistance and Listings Service Request process that enables MCIm to (a) submit MCIm subscriber information for inclusion in the BA Directory Assistance and Directory Listings databases; (b) submit MCIm subscriber information for inclusion in published directories; and (c) provide MCIm subscriber delivery address information to enable BA to fulfill directory distribution obligations.

7.1.4.1.1 BA shall accept orders for local service from MCIm on

behalf of its subscribers via electronic interface. BA will work cooperatively with local service providers on telephone directory and directory database issues in accordance with filed tariffs and other regulatory guidelines

7.1.4.1.2 BA will provide MCIm the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Base:

> 7.1.4.1.2.1 Migrate with no Changes: Retain all white and yellow page listings for the subscriber in both Directory Assistance and DL. Transfer ownership and billing for listings to MCIm.

> 7.1.4.1.2.2 Migrate with Additions: Retain all white and yellow page listings for the subscriber in both Directory Assistance and DL. Incorporate the specified additional listings order. Transfer ownership and billing for the listings to MCIm.

> 7.1.4.1.2.3 Migrate with Deletions: Retain all white and yellow page listings for the subscriber in both Directory Assistance and DL. Delete the specified listings from the listing order. Transfer ownership and billing for the listings to MCIm.

7.1.4.1.3 The Directory Listings Migration Options should not be tied to migration options specified for a related service order (if any) such that a service order specified as migration with changes may be submitted along with a directory listing order specified as migration with no changes.

7.1.4.1.4 BA shall enable MCIm to electronically transmit multi-line listing orders.

7.1.4.1.5 BA will provide MCIm with the ability to verify completed Directory Service Requests on a per order basis. The completed

Directory Service Requests will include, but will not be limited to, the following information:

7.1.4.1.5.1 White page listings text and format (name, address, phone, title, designation, extra line information)

7.1.4.1.5.2 Yellow page listing text and format

7.1.4.1.5.3 Yellow page heading code

7.1.4.1.5.4 Listing Instruction codes

7.1.4.1.5.5 Listed book

7.1.4.1.6 BA shall provide, when available, the ability for MCIm to electronically query the BA listing system to view all listings in real-time. The estimated availability of this electronic capability is September 1997. Until the electronic capability is available, BA will work cooperatively with MCIm to provide listing information on a manual basis. Ownership of each listing is to be masked.

7.1.4.1.7 To ensure accurate order processing, BA shall provide MCIm the following information, with updates within one business day of change and via electronic exchange:

7.1.4.1.7.1 A matrix of NXX to central office.

7.1.4.1.7.2 Geographical maps, if available, of BA service area.

7.1.4.1.7.3 A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas.

7.1.4.1.7.4 Yellow page heading codes

7.1.4.1.7.5 Directory names and codes, and identification of which telephone directories are provided to which subscribers by subscriber address, NPA/NXX, or other criteria.

7.1.4.1.7.6 Directory product changes

7.1.4.1.7.7 Listing format rules

7.1.4.1.7.8 Listing alphabetizing rules

7.1.4.1.7.9 Standard abbreviations acceptable for use in listings and addresses.

7.1.4.1.7.10 Titles and designations

7.1.4.1.7.11 A list of all available directories and their close dates.

7.1.4.1.8 Based on changes submitted by MClm, BA shall update and maintain directory assistance and directory listings data for MClm subscribers, on the same basis as it maintains its own subscriber listings:

7.1.4.1.8.1 Disconnect Service

7.1.4.1.8.2 Change carrier

7.1.4.1.8.3 Install Service

7.1.4.1.8.4 Change any service which affects Directory Assistance information.

7.1.4.1.8.5 Specify Non-Solicitation

7.1.4.1.8.6 Are Non-Published, Non-Listed, or Listed

7.1.4.1.9 BA shall not charge for storage of MCIm subscriber information in the Directory Assistance and DL systems.

7.1.4.1.10 MCIm shall not charge for storage of BA subscriber information in the Directory Assistance and DL systems.

7.1.5 Directory Listings General Requirements

7.1.5.1 This Section 7 pertains to listings requirements published in any media, including but not limited to traditional white/yellow pages, specialty directories, CD ROM, or other printed or electronic formats.

7.1.5.2 BA shall include in its master subscriber system database list information for MCIm subscribers.

7.1.5.3 BA shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.

7.1.5.4 MCIm subscriber listings shall be interfiled with listings of BA and other CLEC subscribers.

7.1.5.5 Each MCIm subscriber account number shall be provided, at no charge, the same white page basic listing that BA provides its subscribers.

7.1.5.6 Each MCIm business subscriber account number shall be provided, at no charge, the same yellow page basic listings that BA provides its subscribers. MCIm shall be entitled to only one (1) free listing per Centrex account, regardless of the number of lines in the Centrex.

7.1.5.7 BA shall also publish, or ensure that a third party publishes, all types of listings for MCIm subscribers that are available to BA subscribers under the same rates, terms, and conditions, including but not limited to:

7.1.5.7.1 Foreign listings

7.1.5.7.2 Reference listings

7.1.5.7.3 Information listings

7.1.5.7.4 Alternate call listings

7.4.5.7.5 Multi-line listings

7.1.5.7.6 Multi-line/Multi-owner listings

7.1.5.8 State, local, and federal government listings shall be included in the appropriate section of the directory on a non- discriminatory basis.

7.1.5.9 BA provides and maintains for MCIm at least one (1) white page and at least one (1) yellow page (if applicable) listing for each MCIm subscriber that has ported its number from BA. The listing and handling of listed and non-listed telephone numbers shall be at parity with that provided by BA to its own subscribers.

7.1.5.10 MCIm sales, service, billing, and repair information for business and residential subscribers, along with the MCIm logo, shall be included in customer guide pages at no charge to MCIm.

7.1.5.11 Prior to the date on which updates to the directory are no longer allowed (the directory close date), BA and MCIm will utilize a mutually agreed method of reviewing and correcting MCIm subscriber directory listings.

7.1.5.12 [INTENTIONALLY LEFT BLANK]

7.1.5.13 Additional and foreign white page listing charges should be billed to MCIm and itemized at the telephone number sub-account level in CABS format.

7.1.5.14 BA shall distribute, or ensure a third party shall distribute, appropriate alphabetical and classified directories (white and yellow pages) to MCIm subscribers at no charge I) upon establishment of new service; ii) during annual mass distribution; and iii) upon subscriber request. BA shall provide MCIm BA's policy on the number of telephone directories provided at no charge to the subscriber.

7.1.5.15 BA shall permit, or ensure a third party permits, MCIm subscribers to place orders for foreign directories on the same terms and conditions such directories are made available to BA subscribers. BA shall provide to MCIm the procedures, terms, and conditions for obtaining foreign telephone directories from BA.

7.1.5.16 [INTENTIONALLY LEFT BLANK]

7.1.5.17 [INTENTIONALLY LEFT BLANK]

7.1.5.18 [INTENTIONALLY LEFT BLANK]

7.1.5.19 [INTENTIONALLY LEFT BLANK]

7.1.6 Directory Assistance Data

7.1.6.1 BA will provide to MCIm, and MCIm will pay BA for, directory assistance data at the rate and under the terms and conditions set forth in the Directory Assistance License Agreement executed by the Parties on November 19, 1998, and as may be subsequently amended by the Parties.

7.2 Systems Interfaces and Exchanges

7.2.1 Basic 911 and E911 Information Exchanges and Interfaces.

7.2.1.1 BA shall provide MCIm with access to the BA DBMS database via the BA PS/ALI application. BA will provide MCIm with a security access card and will work with MCIm to implement the access. BA shall provide error reports from the DBMS system within two (2) hours of input to. the DBMS system. MCIm shall be able to enter information into the DBMS system on a demand basis.

7.2.1.2 BA shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the MSAG. BA shall provide MCIm with a complete copy of the MSAG for the area(s) served by MCIm and will provide, via PS/ALI, on a weekly basis, updates to the MSAG. BA shall accept electronically transmitted files via PS/ALI. BA does not conform to NENA Version #2 format however, BA will accept this format and will extract data from the record necessary to populate the BA DBMS/ALI record.

7.2.2 [INTENTIONALLY LEFT BLANK]

7.2.2.1 [INTENTIONALLY LEFT BLANK]

7.2.2.2 [INTENTIONALLY LEFT BLANK]

7.2.2.3 Considerations Relating to an Indented Listing (Caption) Set Requirements

7.2.2.3.1 Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record within the caption set. A sufficient range of numbers between listing records is required to allow for the expansion of the caption set. A method is also required to permit the caption header record to be identified, but each level of indent is not required to be recapped; placement of the indent is based on line number. This method does require stringent edits to ensure

the integrity of the caption set.

7.2.2.3.2 Use of guideline or recapped data to identify previously established header and sub-header records for placement of data within the caption set. This permits flexibility to easily expand the caption set. This method also requires that, in addition to the caption header record, each level of indent be recapped in order to properly build the caption set.

7.2.2.3.3 In order to maintain the integrity of caption replacement, with end-of-day cumulative effect, one OUT record must be sent to delete the entire caption set, followed by IN activity each listing record within the caption set.

7.2.2.3.4 MCIm requires listing instruction codes on the service order which indicate how the set is to appear in the published directory.

7.2.2.4 Data Processing Requirements: BA and MCIm shall mutually agree to standards on the following data processing requirements:

7.2.2.4.1 Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape. Due to the size of an initial load, it is generally expected to be on tape and the daily update activity via another media, such as NDM.

7.2.2.4.2 Identify tape or dataset label requirements.

7.2.2.4.3 Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset. It may also be helpful to have some filler fields for future use.

7.2.2.4.4 Identify dates MCIm should not expect to receive daily update activity.

7.2.2.4.5 Data should be received in uppercase. An asterisk (*) should be used to advise of the need to apply the reverse capitalization rule. However, if the provider determines to provide the listing data from a database that has already messaged the data and applied the capitalization rules, the asterisk may be omitted.

7.2.2.4.6 Identify information that shall enable MCIm to identify listings within an indented list (caption) set. For example:

> 7.2.2.4.6.1 When a particular listing has been designated to be filed as the first listing for a given level (0-7) of indent - usually out of alpha sequence.

> 7.2.2.4.6.2 When an alternate call listing (e.g., If no answer) relates to multiple preceding listings of the same level.

7.2.2.4.7 Identify any other pertinent information needed to properly process the data.

7.2.2.5 Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. MCIm may confirm the address, but is not permitted to receive the non-published telephone number. The listing information is not available in either the published directory or directory assistance.

7.2.2.6 Listing Styles

LISTING STYLE	DESCRIPTION
STRAIGHT LINE	All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.
INDENTED LISTING SET - STRAIGHT LINE UNDER (SLU)	Two or more listing records relating to the same listed subscriber. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing.
INDENTED LISTING SET - CAPTION SET	Formatted with one listing header record and multiple indented listing records. See detailed description below.

INDENTED LISTING (CAPTION) SET

LISTING STYLE	DESCRIPTION
HEADER RECORD	Contains listed name; address and telephone number data fields are blank.
SUB-HEADER RECORD/ LISTING	May contain name data only, or may include address and telephone number data. Associated subordinate records may, or may not be present.

LISTING STYLE	DESCRIPTION
INDENTED NAME LISTING	Contains name data , may or may not have address data, and telephone number data.
INDENTED ADDRESS LISTING	Contains address and telephone number data; the name data text field is blank.
LEVEL OF INDENT	Header record is zero (0), sub-header and indented records range from 1 - 7.

7.2.2.7 Data Field Elements

Requirements for Initial Processing and Daily Update Activity

DATA FIELD	DATA ELEMENT	FIELD LENGTH
ACTION CODE	A = Add I = In D = Delete or O = out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	Required: 8 digits
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc.	Required: 4 digits

DATA FIELD	DATA ELEMENT	FIELD LENGTH
	Tariff.	
DIRECTORY SECTION	Name of the directory section where the record is to be listed.	Required: Maximum of 50 alpha characters
LISTING IDENTIFIER	F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	Optional: 1 alpha character
FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7)	Required: Maximum of 3 alpha characters
LISTING TYPE	L = Listed N = Non-Listed NP = Non-Published	Required: Maximum of 2 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set An Indented listing relates to either a caption or Straight Line Under (SLU) set listing.	Required: 1 alpha character
INDENT LEVEL	0 = Non-indented record 1 - 8 = Level of indented record	Required: 1 digit

DATA FIELD	DATA ELEMENT	FIELD LENGTH
ADDRESS HOUSE NUMBER	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PRE-DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree-Dunwoody, HWY 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.
ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters
ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME ABBREVIATION	Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal	Maximum of 2 alpha characters

DATA FIELD	DATA ELEMENT	FIELD LENGTH
	Office.	
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to MCIm.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters
NAME - FIRST WORD	Surname of a Residence or Business listing, or first word of a Business or Government listing Multi-word or hyphenated surnames should be treated as one word.	Required for a zero (0) level record. Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname. Maximum of 50 alpha, numeric, alphanumeric, or special characters
NAME - SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing	Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.
LINEAL DESCENT	e.g., SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters

DATA FIELD	DATA ELEMENT	FIELD LENGTH
TITLE(s)	e.g., MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters
DEGREE	e.g., MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters
NICKNAME	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed subscriber's profession, business, or location, e.g. ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters
STANDARD TELEPHONE NUMBER *	NPA-NXX-LINE	Optional: 12 characters, including space and hyphen
NON-STANDARD	Telephone numbers less than or more	Optional: Minimum of 1

DATA FIELD	DATA ELEMENT	FIELD LENGTH
TELEPHONE NUMBER *	than the standard telephone number.	digit, maximum of 22 characters, including spaces and hyphens

* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

7.3 Standards

BA shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from MCIm. The Carrier Code will be used to identify the carrier of record in INP configurations. The NENA Carrier Code for MCIm is "MCIm."

7.4 Performance Measurements and Reporting

7.4.1 MCIm shall provide information on new subscribers to BA within one (1) business day of the order completion. BA shall update the database within one (1) business day of receiving the data from MCIm. If BA detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to BA. MCIm shall respond to requests from BA to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

7.4.2 BA shall provide to MCIm, at a minimum, performance metrics and service results regarding speed of answer, average work time, abandoned from queue measurements, and disaster recovery plans/procedures.

7.4.3 BA shall notify MCIm forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCIm 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 service.

7.4.4 In a resale situation where it may be appropriate for BA to update the ALI

database, it must be updated with MCIm data in an interval no less than is experienced by BA subscribers, or than for other carriers, whichever is faster, at no additional cost.

7.4.5 MCIm may, at its discretion, further request additional and/or modified reporting as business needs demand.

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[1] *The rates set forth in Attachment I to the Interconnection Agreement shall apply.

ATTACHMENT IX
SECURITY REQUIREMENTS

TABLE OF CONTENTS

1

ATTACHMENT IX

SECURITY REQUIREMENTS

Section 1 **Physical Security** BA shall exercise the highest degree of care to prevent harm or damage to MCIm or its employees, agents or subscribers, or its property. BA and its employees, agents or representatives shall take reasonable and prudent steps to ensure the adequate protection of MCIm property, equipment and services including, but not limited to:

1.1 Restricting access to MCIm equipment, support equipment, systems, tools, or spaces which contain or house MCIm equipment enclosures to MCIm employees and other authorized non-MCIm personnel to the extent necessary to perform their specific job function.

1.2 Furnishing to MCIm a current log of BA's employees who have entered spaces that contain MCIm equipment or equipment enclosures, including caged areas.

1.3 Complying at all times with MCIm security and safety procedures and requirements, including, but not limited to, sign-in, identification, and escort requirements while in spaces that house or contain MCIm equipment or equipment enclosures and compliance with MCIm's Physical Security Guidelines Manual.

1.4 Ensuring that the area which houses MCIm's equipment is adequately secured and monitored to prevent unauthorized entry.

1.5 Allowing MCIm to inspect or observe spaces which house or contain MCIm equipment or equipment enclosures at any time and to furnish MCIm with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured MCIm space.

1.6 With respect to external and or internal doors to spaces which house MCIm equipment, partitioning any: (i) access device systems, whether biometric or card reader; (ii) access device types which are encoded identically; or (iii) mechanical coded locks.

1.7 Limiting the keys used in MCIm's keying systems for spaces which contain or house MCIm equipment or equipment enclosures to BA employees and representatives to emergency access only. MCIm shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

1.8 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such doors lead to spaces which contain or house MCIm equipment or equipment enclosures.

1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house MCIm equipment or equipment enclosures.

1.10 Providing real time notification to designated MCIm personnel to indicate an actual or attempted security breach.

1.11 Ensuring that areas designated to house MCIm equipment are environmentally appropriate for the MCIm equipment installation, and adequate to maintain proper operating conditions for the MCIm equipment.

Section 2 **Network Security**

2.1 BA shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a system failure or emergency.

2.2 BA shall install controls to: (i) disconnect a user for a pre-determined period of inactivity on authorized ports; (ii) protect subscriber proprietary information; and (iii) ensure both ongoing operational and update integrity.

2.3 BA shall provide network security: (i) ensuring that all MCIm-approved systems and modem access are secured through MCIm-approved security devices; and (ii) ensuring that access to or connection with a Network Element are established through MCIm security-approved networks or gateways.

2.4 BA agrees to comply with MCIm Corporate Security Standards, including, but not limited to, "MCIm Information Asset Security Standards," February, 1996, Document Number 076-0004-01-01.OF-ER and "MCIm Minimum Security Baseline Standard for Information Systems", January 1996, Document Number 076-0003-01.OF-ER.

Section 3 **Revenue Protection**

3.1 BA shall make available to MCIm all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, assigned information digits (that describe the originating pay station and associated restriction, such as 29 (inmate phone), 70 (pay station not owned by an LEC), 7 (special operator handling/screening), and 27 (coin)), call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. BA shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS, which include, but are not limited to, line information database fraud monitoring systems, high toll notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, etc.

3

Uncollectible or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

3.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or OSS software.

3.3 BA shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of the service provider network whether that compromise is initiated by software or physical attachment to loop facilities from the main distribution frame up to and including the Network Interface Device, including clip-on fraud. BA shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

Section 4 **Law Enforcement Interface.** BA shall provide seven (7) day a week / twenty-four (24) hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on subscriber invoked CLASS services, including, without limitation, call traces requested by MCIm. BA shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

MCIm-BELL ATLANTIC CONNECTICUT INTERCONNECTION AGREEMENT

ATTACHMENT X
CREDITS and LIQUIDATED DAMAGES for PERFORMANCE STANDARDS FAILURES

TABLE OF CONTENTS

1

ATTACHMENT X

CREDITS and LIQUIDATED DAMAGES for PERFORMANCE STANDARDS FAILURES

Section 1 **General**

1.1 BA shall satisfy all service standards, intervals, measurements, specifications, *performance requirements, technical requirements and performance standards* (collectively referred to herein as "Performance Standards") that are specified in this Agreement. In addition, BA's performance under this Agreement shall provide MCIm with the capability to meet Performance Standards that are at least equal to the highest level that BA provides or is required to provide by law or its own internal procedures, whichever is higher. In the event that the Performance Standards specified in this Agreement are different than the standards or measurements that BA provides or is required to provide by law or its own internal procedures, the highest Performance Standard shall apply.

1.2 BA and MCIm agree that delays in the provision of services and failures to meet the performance standards required by this Agreement may cause MCIm to suffer damages. The credits set forth in Section 4 are to be liquidated damages.

1.3 [INTENTIONALLY LEFT BLANK]

1.4 [INTENTIONALLY LEFT BLANK]

1.5 [INTENTIONALLY LEFT BLANK]

1.6 [INTENTIONALLY LEFT BLANK]

1.7 BA and MCIm agree that remedies at law alone are inadequate to compensate MCIm for failures to meet the performance standard requirements specified by this Agreement, failures to install or provision services in accordance with the Due Dates specified in this Agreement, or for failures to provide Subscriber Usage Data in accordance with this Agreement. MCIm shall have the right to seek injunctive relief and other equitable remedies (in addition to remedies provided in this Agreement, at law and through administrative process) to require BA: (i) to cause the service ordered by MCIm to meet the Performance Standards specified by this Agreement; (ii) install or provision service ordered by MCIm within the Due Dates specified in this Agreement; and (iii) to provide Subscriber Usage Data in accordance with this Agreement.

Section 2 Credits for Failure to Meet Performance Standards (MCIm)

BA shall pay to MCIm credits, or MCIm may, at MCI's option, use such credits to offset charges due to BA, for delays in provision of subscriber specific services required by this Agreement. Unless otherwise specified by MCIm, performance against Performance Standards shall be measured on a monthly basis.

Section 3. Delay Credits (MCIm)

3.1 Subscriber-Specific Services

3.1.1 In addition to any Liquidated Damages owed to MCIm, if BA does not satisfy any Performance Standard related to: (i) a deadline for the provisioning to MCIm of Local Resale; (ii) a deadline for the provisioning of service or support functions related to Local Resale; or (iii) the delivery date(s) for error-free provisioning of Network Elements or Local Interconnection, BA will be liable to MCIm for a credit for each and every order for service that has been delayed or not properly completed in excess of the 80% threshold of delayed installations.

3.1.2 Credits shall be paid to MCIm in parity with those BA pays its own end users.

Section 2 Liquidated Damages For Specified Activities (BA)

2.1 Certain Definitions. When used in this Section 2, the following terms shall have the meanings indicated:

2.1.1 "Specified Performance Breach" means the failure by BA to meet the Performance Criteria for any of the three Specified Activities as defined below, for a period of three (3) consecutive calendar months.

2.1.2 "Specified Activity" means any of the following activities:

(i) the installation by BA of unbundled Links for MCIm ("Unbundled Links Installation");

(ii) BA's provision of interim Telecommunications Number Portability to MCIm; or

(iii) the repair of out of service problems for MCIm ("Out of Service Repairs").

2.1.3 "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by BA during each month of each

3

Specified Activity shown in Sections 3.1 and 3.2 below, within the time interval shown in at least eighty percent (80%) of the covered instances, except as otherwise provided for in this Section 2.

2.2 Specified Performance Breach. In recognition of: (i) the loss of customer opportunities, revenues and goodwill which MCIm might sustain in the event of a Specified Performance Breach; (ii) the uncertainty, in the event of such a Specified Performance Breach, of MCIm having available to it customer opportunities similar to those opportunities currently available to MCIm; and (iii) the difficulty of accurately ascertaining the amount of damages MCIm would sustain in the event of such a Specified Performance Breach, BA agrees to pay MCIm, subject to Section 2.4 below, damages as set forth in Section 2.3 below in the event of the occurrence of a Specified Performance Breach. Such payments will only apply after a minimum of two hundred fifty (250) unbundled Links are installed for MCIm in LATA 132.

2.3 Liquidated Damages. The damages payable by BA to MCIm as a result of a Specified Performance Breach shall be subject to a sliding scale set forth in Section 4 for each Specified Performance Breach (collectively, the "Liquidated Damages"). MCIm and BA agree and acknowledge that: (i) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of MCIm and BA at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (ii) the Liquidated Damages constitute a reasonable approximation of the damages MCIm would sustain if its damages were readily ascertainable; and (iii) MCIm shall not be required to provide any proof of the Liquidated Damages.

2.4 Limitations. In no event shall BA be liable to pay the Liquidated Damages if BA's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: (i) a failure by MCIm to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule); (ii) any delay, act or failure to act by a customer, agent or subcontractor of MCIm; (iii) any Force Majeure Event; or (iv) such other delay, act or failure to act as upon which the Parties may agree. If a Delaying Event (i) prevents BA from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of BA's compliance with the Performance Criteria, or (ii) only suspends BA's ability to timely perform the Specified Activity, the applicable time frame in which BA's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

> 2.4.1 MCIm agrees to meet the specific Performance Standards associated with quality of service requests specified in Section 5 in accordance with the percentages set forth in Section 3. Should MCIm fail to meet these service quality standards during a period corresponding to that measured in calculation of Liquidated Damages payable by BA to MCIm, BA will not be liable for the payment of any applicable Liquidated Damages for that time period.

4

2.5 MCI will not be precluded from seeking other forms of relief, including judicial injunctive relief and redress available in administrative procedures before the Department pursuant to Section 1.7 of this Attachment X.

2.6 **Records.** BA will endeavor to maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. BA shall provide to MCIm such records in a self-reporting format on a monthly basis.

2.7 **Start Date.** BA and MCIm shall jointly agree on appropriate measurements for the enforcement of this Section 2 within ninety (90) days of the Effective Date of this Agreement. Performance monitoring and liquidated damages shall begin after the in-service requirements are met.

Section 3 **BA Performance Criteria for Liquidated Damages**

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
3.1 Unbundled Link Installation	
a) New Link Installation:	
i) Orders for installation < 10 LINKS	5 business days
ii) Orders for installation > 10 LINKS	
Facilities Conformation	5 business days
If Available Facilities	
< 20 LINKS	10 business days from Facilities Confirmation
> 20 LINKS	negotiated interval*
b) "Hot Cutover" Installation	
i) Orders for installation < 10 LINKS	7 business days (11/01/96 to 3/31/97) 5 business days (4/1/97 and after)
ii) Orders for installation > 10 LINKS negotiated interval*	
3.2 Interim Number Portability Installation	
i) Orders for installation < 10	7 business days (11/01/96 to 3/31/97)

5

numbers	5 business days (4/1/97 and after)
ii) Orders for installation > 10 numbers	negotiated interval*
3.3 Out-of-Service Repairs	Less than 24 hours from BA's Receipt of Notification of Out-of-Service Condition (*)(**)

* Subject to the following percentage limitations:

	11/1/96 thru 5/31/97	6/1/97 thru 12/31/97	1/1/98 thru 6/30/98	7/1/98 and thereafter
Zone 1(Manhattan, south of 59 st.)	75%	75%	80%	80%
Zone 2 (LATA 132, outside Zone 1)	70%	75%	75%	80%
Zone 3 (Outside Zones 1 and 2)	70%	70%	70%	75%

**Excludes residence customers in single and two-family homes.

Section 4 **Schedule of Liquidated Damages**

I. Such liquidated damages payments shall apply only after a minimum of 250 links are installed for MCIm in Connecticut.[10]

II. Liquidated Damages Schedule:*

Links installed for MCIm in Connecticut	Monthly Specified Activity Threshold	Liquidated Damages (per performance breach)
250 - 499	50	$2,500
500 - 999	100	$7,500
1,000 - 1,999	150	$15,000
2,000 - 2,999	300	$30,000
3,000 - 3,999	450	$45,000
4,000 - 4,999	650	$60,000
over 5,000	750	$75,000

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[10] Excludes unbundled link installation "misses" resulting from the provision of extended link service so long as installation of the link facilities themselves meet the performance intervals set forth in Attachment X.

6

*The minimum number of requested "specified activities" must meet or equal the threshold quantities shown in the table above per activity per month to qualify for the level of damages associated with the number of unbundled Links in service for MCIm in LATA 132.

Section 5 MCIm Service Quality Criteria for Liquidated Damages

1. New Unbundled Link Orders

1.0 ANI to MCIm number, verification successful from DEMARC by BA field technician.

1.1 All order information submitted by MCIm is valid (e.g., street address, end user LCON, floor/unit number, cable pair assignment).

1.2 Customer (end user) available at appointed date.

1.3 Orders completed as submitted without cancellation after FOC.

2. Hot Cut Unbundled Link Orders

2.0 Verifiable MCIm dial tone at POT bay testable by BA through appropriate tie cable pair as provided by MCIm on the service request.

2.1 Accurate account and end user information submitted on service request.

2.3 Accurate tie cable and pair assignment provided by MCIm on service request.

2.4 Orders completed as submitted without cancellation after FOC.

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[1] *The rates set forth in Attachment I to the Interconnection Agreement shall apply.

MCIm-BELL ATLANTIC CONNECTICUT INTERCONNECTION AGREEMENT

A. INTERCONNECTION[1]

Service or Element Description[2]:	Recurring Charges:	Non-Recurring Charge:
I. Reciprocal Compensation Traffic Termination[3]		
Traffic Delivered at Verizon End Office	$.001723/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	$.002814/MOU	Not Applicable

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[1] All rates and charges specified herein are pertaining to the Interconnection provisions of the Verizon Connecticut Terms.

[2] Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to IDT when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by IDT in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Appendix 2 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.

[3] See the last page regarding measurement and calculation of Reciprocal Compensation Traffic termination charges.

Pennsylvania 09/06/02

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
II. Entrance Facilities and Transport for Interconnection A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection	Per interstate [Verizon FCC 1 Sec. 6 access tariff for Feature Group D service as amended from time to time Per intrastate [Verizon PA PUC. – PA – No. 302 Sec. 6] access tariff for Feature Group D service as amended from time to time	Per interstate [Verizon FCC 1 Sec. 6] access tariff for Feature Group D service as amended from time to time Per intrastate [Verizon PA PUC. – PA – No. 302 Sec. 6] access tariff for Feature Group D service as amended from time to time
III. Exchange Access Service Interstate Intrastate		Per Verizon FCC tariff number 1, as amended from time to time Per Verizon tariff number 302, as amended from time to time

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
IV. End Point Fiber Meet	To be charged in accordance with the requirements of the Interconnection provisions of the Verizon Connecticut Terms	
V. Tandem Transit arrangements for Reciprocal Compensation Traffic between IDT and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)		
Tandem Switching	$.000795/MOU	Per Section II. above, as applicable
Switched Transport	$.000144/MOU $.000003/MOU/Mile	

3

B. UNBUNDLED NETWORK ELEMENTS[4]

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Dedicated Transport[5]		
Voice Grade/DS-0	$9.75/Month & $.03/Mile/Month	All: $1.06/Service Order, $357.97/Initial Facility & $24.29/Additional Facility (if purchased when initial facility ordered)
DS-1	$35.22/Month & $.60/Mile/Month	
DS-3	$489.55/Month & $16.94/Mile/Month	
DDS	$10.10/Month & $.03/Mile /Month	
STS-1	$305.88/Month & $14.48/Mile/Month	
OC-3	$894.47/Month & $44.08/Mile/Month	
OC-12	$2,001.03/Month & $68.31/Mile/Month	
II. Common Transport		
Tandem Switching	$.000795/MOU	Not Applicable
Transport Fixed	$.000144/MOU	Not Applicable
Transport Per Mile	$.000003/MOU	Not Applicable

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[4]   All rates and charges specified herein are pertaining to the Network Elements provisions of the Verizon Connecticut Terms.

[5]   Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

Pennsylvania 09/06/02

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
III. Digital Cross-Connect System		
Service Establishment	Not Applicable	$1913.61
Database Modification	Not Applicable	$150.48/Modification Request
Reconfiguration by Verizon personnel	Not Applicable	$32.37 Programming Charge/Half Hour
DS-0 Cross-Connect	$20.55/Port/Month	$26.48/Port
DS-1 Cross-Connect	$72.10/Port/Month	$33.11/Port

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
IV. Entrance Facilities		<u>All:</u> $1.06/Service Order plus installation charges for each initial and additional facility purchased at the time of order:
2 Wire Voice Grade Channel Termination	$14.04/Month	
4 Wire Voice Grade Channel Termination	$28.78/Month	
DS-1 to Voice Grade Multiplexing	$73.28/Month	$503.05/Initial & $292.96/Additional
DS-1 Channel Termination	$155.68/Month	$504.74/Initial & $293.52/Additional
DS-3 to DS-1 Multiplexing	$242.57/Month	$554.67/Initial & $554.67/Additional
DS-3 Channel Termination	$975.90/Month	$676.43/Initial & $335.87/Additional
STS-1	$783.63/Month	$554.67/Initial & $554.67/Additional
OC-3	$551.36/Month	$676.43/Initial & $335.87/Additional
OC-12	$1,652.90/Month	$676.43/Initial & $335.87/Additional
		$676.43/Initial & $335.87/Additional
		$676.43/Initial & $335.87/Additional

6

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:

V. Unbundled Switching[6]

a. Local Switching Ports

POTS/PBX/Centrex — $1.06/Service Order

Rates per port per month with all vertical features:	$2.67/Port/Month	Per Port: $3.01/Installation $1.34/Disconnect
Rates per port, per month, with all vertical features except:	$1.90/Port/Month	
	$.52/Month	
3-Way Calling	$.45/Month	
	$.16/Month	
Centrex Intercom		
	$.002/Call	
Custom Ringing		
Calling Number Delivery Block		
ISDN (BRI)	$9.74Port/Month	$1.06/Service Order Per Port: $3.01/Installation $1.34/Disconnect

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

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
ISDN (PRI)	$128.53/Port/Month	$1.06/Service Order Per Port: $114.73/Installation $1.34/Disconnect
Public/Semi-Public	$3.30/Port/Month	$1.06/Service Order Per Port: $3.01/Installation $1.34/Disconnect
DID	$5.58/Port/Month	$1.06/ Service Order Per Port: $700.41/Installation $1.34/Disconnect
Switched DS1	$92.70/Port/Month	$1.06/Service Order Per Port: $3.01/Installation $1.34/Disconnect
IDLC Analog	$382.70/ Port/Month	$1.06/Service Order Per Port: $3.01/Installation $1.34/Disconnect
UPALP (Unbundled Public Access Line)	$2.50/Port/Month	$1.06/Service Order Per Port: $3.01/Installation $1.34/Disconnect
UCP (Unbundled Coin)	$3.70/Port/Month	$1.06/Service Order Per Port: $3.01/Installation $1.34/Disconnect
Ancillary Features for UPALP or UCP		
International Direct Dial Blocking (IDDB)	$.06543	Not Applicable
Line Side Answer Supervision	$.00592	Not Applicable
Call Type Blocking	$.06543	Not Applicable
Inward Screening	$0.00	Not Applicable
Outward Blocking	$0.06113	Not Applicable
One-way Restriction - Inward Blocking	$0.04181	Not Applicable
SMDI	$206.95	$1.06/Service Order Per Port: $700.41/Installation $1.34/Disconnect
b. Tandem Switching Usage	$.000795/MOU	Not Applicable

8

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
c. Local Switching Usage		
Originating With Vertical Features	$.001802/MOU	Not Applicable
Terminating With Vertical Features	$.001615/MOU	Not Applicable
d. Trunk Ports		
End Office (Dedicated)	$87.81	$1.06/Service Order
Tandem	$214.57	
		Initial facility $357.97 Additional facility (when ordered at time of Initial Facility) $24.29
VI. Unbundled Loops		
2 Wire Analog Loops (POTS Loops)	Density Cell: 1 - $10.25/Month 2 - $11.00/Month 3 - $14.00/Month 4 - $16.75/Month	Service Order: $1.06 Installation: If premises visit not required - $3.01 initial and each additional loop; Not Applicable if existing loop & port together
		If premises visit required - $67.66, initial loop; $22.86, additional loop
		Disconnect: $1.34 per loop

9

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
2 Wire ISDN	Density Cell:	Service Order: $1.06
	1 - $11.71/Month	Installation:
	2 - $12.42/Month	If premises visit not
	3 - $15.42/Month	required - $13.06 initial
	4 - $18.73/Month	and each additional loop;
		Not Applicable if existing
		loop & port together
		If premises visit required
		- $77.71, initial loop;
		$32.91, additional loop
		Disconnect:
		$1.34 per loop

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
Customer Specified Signaling - 2 Wire	Density Cell: 1 - $10.25/Month 2 - $11.00/Month 3 - $14.00/Month 4 - $16.75/Month	Service Order: $1.06 Installation: If premises visit not required - $3.01initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $67.66, initial loop; $22.86, additional loop Disconnect: $1.34 per loop Coordinated cutover, per order, no premises visit $3.28
Customer Specified Signaling - 4 Wire	Density Cell: 1 - $19.93/Month 2 - $22.81/Month 3 - $28.69/Month 4 - $34.43/Month	Service Order: $1.06 Installation: If premises visit not required - $3.01 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $67.66, initial loop; $22.86, additional loop Disconnect: $1.34 per loop Coordinated cutover, per order, no premises visit $3.28 Coordinated cutover per order, premises visit $12.25 CSS design per order $41.42

11

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
DS1	Density Cell: 1 - $117.90/Month 2 - $120.62/Month 3 - $146.42/Month 4 - $191.17/Month	Service Order: $1.06 Installation: If premises visit not required - $3.01 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $67.66, initial loop; $22.86, additional loop Disconnect: $1.34 per loop Coordinated cutover, per order, no premises visit $3.28 Coordinated cutover per order, premises visit $12.25 CSS design per order $41.42
DS3	Density Cell: 1 - $915.64/Month 2 - $915.64/Month 3 - $915.64/Month 4 - $915.64/Month	Service Order: $1.06 Installation: If premises visit not required - $3.01 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $67.66, initial loop; $22.86, additional loop Disconnect: $1.34 per loop Coordinated cutover, per order, no premises visit $3.28 Coordinated cutover per order, premises visit $12.25 CSS design per order $41.42

12

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
Coordinated Loop Cutover [7]	Not Applicable	If premises visit not required - $3.28 per order
		If premises visit ~ required - $12.25 per order
		Designed Circuit: $41.42 per order
2 Wire ADSL compatible Loops 2 Wire HDSL compatible Loops 2 Wire SDSL compatible Loops 2 Wire IDSL compatible Loops	Density Cell: 1 - $10.25/Month 2 - $11.00/Month 3 - $14.00/Month 4 - $16.75/Month	Service Order: $1.06 Installation: If premises visit not required - $3.01 initial and each additional loop; Not Applicable if existing loop & port together
		If premises visit required - $67.66, initial loop; $22.86, additional loop
		Disconnect: $1.34 per loop
		Cooperative Testing, per loop-$31.60
		Engineering query, $123.24
		Engineering Work Order, $553.76
		Manual Pre-Qualification, per loop $94.99

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[7]   Coordinated Cutover not available with ADSL, HDSL, SDSL, IDSL Loops or Digital Design Loops

13

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
4 Wire HDSL Loops	Density Cell: 1 - $19.93/Month 2 - $22.81/Month 3 - $28.69/Month 4 - $34.43/Month Mechanized pre-qualification, per loop $.48 Wideband Test Access, per line shared loop (optional for CLECs) $1.62	Service Order: $1.06 Installation: If premises visit not required - $3.01 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $67.66, initial loop; $22.86, additional loop Disconnect: $1.34 per loop Cooperative Testing, per loop-$31.60 Engineering query, $123.24 Engineering Work Order, $553.76 Coordinated cutover, per order, no premises visit $3.28 Coordinated cutover per order, premises visit $12.25 CSS design per order $41.42 Manual Pre-Qualification, per loop $94.99

14

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
Digital Four-Wire (56 KD) Loops	Density Cell: 1 - $14.14/Month 2 - $17.81/Month 3 - $21.92/Month 4 - $29.02/Month	*Service Order:* $1.06 Installation: If premises visit not required - $3.01 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $67.66, initial loop; $22.86, additional loop Disconnect: $1.34 per loop Coordinated cutover, per order, no premises visit $3.28 *Coordinated cutover per order, premises visit* $12.25 CSS design per order $41.42
Standard Digital Loop	All: $.47/ *Mechanized Loop* Qualification per Loop Provisioned	All: $94.99/ *Manual Loop* Qualification per Loop Request
Digital Designed Loop 2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL Loops as set forth above	$192.56 Removal of one Bridged Tap per Request $468.44 Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet) $123.24 Engineering Query $553.76 Engineering Work Order Charge

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL Loops as set forth above	
		$192.56 Removal of one Bridged Tap per Request $468.44 Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		$122.34 Engineering Query
		$553.76 Engineering Work Order Charge

16

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
		$880.92 Required Removal of Load Coils (up to 21,000 feet)
		$1,171.62 Required removal of Load Coils (up to 27,000 feet)
		$192.56 Removal of one Bridged Tap per Request
		$468.44 Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		$123.24 Engineering Query
		$553.76 Engineering Work Order Charge
2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics	See rates for 2 Wire ISDN Loops as set forth above	
		$880.92 Required Removal of Load Coils (up to 21,000 feet)
		$1,171.62 Required Removal of Load Coils (up to 27,000 feet)

17

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
		$192.56 Removal of one Bridged Tap per Request
		$468.44 Removal of Multiple Bridged Taps per Loop per Request
		$968.77 xDSL Qualification & Conditioning: Add Electronics (Repeater) Addition of Range Electronics $123.24 Engineering Query
		$553.76 Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire HDSL Loops as set forth above	
		$192.56 Removal of one Bridged Tap per Request
		$468.44 Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet) $123.24 Engineering Query $553.76 Engineering Work Order Charge

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 4 Wire HDSL Loops as set forth above	
		$192.56 Removal of one Bridged Tap per Request
		$468.44 Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet) $123.24 Engineering Query
		$553.76 Engineering Work Order Charge
2 Wire SDSL compatible Loops with Bridged Tap removal	See rates for 2 Wire SDSL Loops as set forth above	
		$192.56 Removal of one Bridged Tap per Request
		$468.44 Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet) $123.24 Engineering Query
		$553.76 Engineering Work Order Charge
2 Wire IDSL compatible Loops with (up to 18,000 feet) Bridged Tap removal	See rates for 2 Wire IDSL Loops as set forth above	
		$192.56 Removal of one Bridged Tap per Request
		$468.44 Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

19

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
		$123.24 Engineering Query
		$553.76 Engineering Work Order Charge
Line Station Transfer		$140.52
Cooperative Testing		$31.60

VII. Intrastate Collocation

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

VIII. Line Sharing

Rate Element	$ Amount	Mo.	NRC	*Option A[8]	*Option C VERIZON installs/ CLEC vendor installs	
Application Fee - Augment	$2500		X	Not applicable unless adding line-sharing terminations	(1)	(1)
Engineering & Implementation Fee -Additional Cabling	$1095.88		X	Not applicable unless adding line-sharing terminations	(1)	(1)
Splitter Installation Cost - per shelf	$444.30		X	Not applicable	(1)	
Collocation cross-connect per VG - per 100	$5.22 for virtual $5.15 for physical	X		(2) SAC[9]s	(2) SACs	(2) SACs

*Both Option A and Option C assume there is an existing Collocation Arrangement.
(1) = one required
(2) = two required

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[8] Option 1: A CLEC-provided splitter shall be provided, installed and maintained by the CLEC in their own Collocation space. Rearrangements are the responsibility of the CLEC. Verizon dial tone is routed through the splitter in the CLEC Collocation area. Option 2: Verizon will install, inventory and maintain CLEC provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

[9]   Service Access Charge (SAC) is the same as Interconnection Access Charge or a cross connect.

Rate Element	$ Amount	Mo.	NRC	Option A	Option C VERIZON installs/ CLEC vendor installs	
**Splitter Option A	$12.83	X		(1)		
**Splitter Option C	$12.83	X			(1)	(1)
Splitter Equipment Support	$3.40	X		(1)	(1)	(1)
WideBand Test Access per line - Optional	$1.58	X		(1)	(1)	(1)

**Although this rate assumes that each relay rack contains 14 splitter shelves, the rate applies only to the shelves that CLEC actually uses in a given relay rack.

(1) = one required
(2) = two required

22

Rate Element	$ Amount	Mo.	NRC	Option A	Option C VERIZON installs/ CLEC vendor installs	
Service Order	$1.06		X	(1)	(1)	(1)
Field Installation Dispatch	See Digital Installation Rates		X	(1)	(1)	(1)
Loop Qualification Data Base per link	$0.47	X		(1)	(1)	(1)
Manual Loop Qualification	$94.99		X	(1)	(1)	(1)
Engineering Query	$123.24		X	(1)	(1)	(1)
Engineering Work Order	$553.76		X	(1)	(1)	(1)
OSS Charges per transaction	$0.00					
Unbundled Loops Conditioning charges for Digital Loops and Line Sharing	$0.00 See Digital Designed Loop Rates	X	X			

(1) = one required
(2) = two required

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
IX. Line Splitting	Rates for Line Splitting are as set forth in Verizon's PA PUC No. 216 Tariff, Section 3B, as amended from time to time.	

X. EEL

DS0 Connection Charge
2 Wire Analog Loop

$0.07

2 Wire Digital Loop

$0.08

4 Wire Analog Loop

$0.14

DS1 Connection Charge

$0.74

DS3 Connection Charge $91.44
Digital Four Wire DS0 Loop Connection Charge

$0.16

XI. UNE Platform Conversion

Initial $0.00
Additional $0.00

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
XII. DARK FIBER		
Records Review, per inquiry		$116.16
Dark Fiber – IOF		.
Verizon C.O. to Verizon C.O	.	.
Service Order		$55.22
Serving Wire Center ("SWC") Charge/SWC/Pair	$5.33	$42.59
IOF Mileage/Pair/mile	$51.77	
IOF Mileage Installation Charge/Pair		$204.94
Expedited Handling		$94.34
Verizon C.O. to CLEC C.O.		
Service Order		$55.22
SWC Charge/SWC/Pair	$5.33	$42.59
Channel Termination Charge/CLEC C.O.	. $53.69	$353.23
Expedited Handling		$94.34
Dark Fiber - LOOP		
Service Order	.	$55.22
SWC Charge/SWC/Pair	$5.33	$38.53
Loop Charge/Pair		:
Rate Group A1	.$34.70	$566.97 .
Rate Group A2	$64.06	$566.97
Rate Group B1	$93.79	$566.97
Rate Group B2	$119.26	$566.97
Expedited Handling		$317.43
Dark Fiber Sub-Loop	TBD	TBD

XIII. UNBUNDLED SUBLOOP ARRANGEMENT (USLA)

USLA - 2 Wire - Distribution	Density Cell	New:
	1-$2.08	Initial $128.55
	2-$2.56	Additional $57.88
	3-$3.95	Loop Through:
	4-$6.76 ·	Initial $222.23
		Additional $129.76
USLA - 4 Wire – Distribution	Density Cell	New:
	1-$2.65	Initial $158.78
	2-$3.71	Additional $73.34
	3-$6.04	Loop Through:
	4-$10.92	Initial $252.35
		Additional $154.28
XIV. Unbundled Feeder Sub-Loop (UFSE)		Initial $158.78
UFSE - DS0 per subloop, all density cells	$29.25	Additional $73.34

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
UFSE - DS1	Density Cell 1-$71.92 2-$83.61 3-$84.53 4-$130.24	Service Order: $9.59 Initial $157.72 Additional $83.46
UFSE - DS3	$797.69 $12.63	Service Order:$23.63 Installation $215.42

XVI. Unbundled Drop Sub-Element (UDSE)

2 Wire $5.38

Installation
Initial $128.55
Additional $57.88
Loop Through
Initial $222.23
Additional $129.76

Convert to Distribution
Subloop:
Installation -
Initial $128.55
Additional $57.78

4 Wire $10.86

Installation
Initial $158.78
Additional $73.34
Loop Through
Initial $252.35
Additional $154.28

Convert to Distribution
Subloop:
Installation -
Initial $158.78
Additional $73.74

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
XIV. Signaling and Databases		
1. STP Port		
Termination	$604.28/Month	$95.29/Port
Access	$.43/Mile/Month	$1.06/Service Order $277.36/Initial Facility & $24.29/Additional Facility $1.34/ Disconnect/ Link
2. 800/888/877 Database		
Basic Query	$.000817/Query	Not Applicable
Vertical Query	$.000324/Query	Not Applicable
3. LIDB Validation		
LIDB Point Codes	Not Applicable	$86.87/Point Code
Calling Card	$.015620/Query	Not Applicable
Billed Number Screening	$.015620/Query	Not Applicable
Storage of IDT's Data in LIDB Database	Not Applicable	$1,487.64 Service Establishment
4. AIN Service Creation (ASC) Service Developmental Charges		
Service Establishment	Not Applicable	$894.74
Service Creation Access Port	$113.97/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	$1,218.44/Day	Not Applicable
b. On-Premise	$1,218.44/Day	Not Applicable
Certification & Testing	$78.00/Hour	Not Applicable

27

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
Help Desk Support	$82.55/Hour	Not Applicable
5. Service Charges		
Subscription Charge	$5.25/Month	Not Applicable
Database Queries		
a. Network Query	$.0006/Query	Not Applicable
b. IDT Network Query	$.0006/Query	Not Applicable
c. IDT Switch Query	$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	$.0009/Query	Not Applicable
b. Office Based	$.0009/Query	Not Applicable
Utilization Element	$.0003/Query	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	$8.48/Service Activated/Line
b. IDT Network Service Activation	Not Applicable	$8.48/Service Activated/Line

28

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
c. IDT Switch Service Activation	Not Applicable	$8.48/Service Activated/Line
Service Modification		
DTMF Update	$.09/Occurrence	Not Applicable
Switch Based Announcement	$.004/Announcement	Not Applicable

XV. Network Interface Device (NID)

2-wire NID	$.64/Month	Not Applicable
4-wire NID	$.64/Month	Not Applicable
DS1 NID	$3.28	Not Applicable
NID - 2 Wire per NID/month - NID-to-NID	$0.64	
NID - 4 Wire per NID/month - NID-to-NID	$0.64	
NID - Shared NID (multiple loops in a single NID)	TBD	
Service Order Charge		$1.06
Service Call Dispatch		$25.56
Each 15 minutes (period or part)		$12.25

C. RESALE[10]

I. Wholesale Discount for Resale of Retail Telecommunications Services[11]

Resale of retail services if IDT provides own operator services platform	25.69%
Resale of retail services if IDT uses Verizon operator services platform	23.43%
Resale of Residential Verizon Retail Telecommunications	Discount as per Verizon Tariff PA. P.U.C.-No. 1, § 1, ¶ 8.1, (D) [in Density Cells 3 & 4], between January 1, 2000 and the later of (a) October 1, 2000 or (b) the date upon which the FCC approves an application of Verizon's Section 271 (d) (1) under the Act

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[10]   All rates and charges specified herein are pertaining to the Resale provisions of the Verizon Connecticut Terms.

In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at http://www.verizon.com/wise for former GTE service areas and former Bell Atlantic service areas.

[11]   Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the Resale provisions of the Verizon Connecticut Terms, 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 Verizon 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 Verizon 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 Verizon.

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
D. OPERATIONS SUPPORT SYSTEM		
1. Pre-Ordering	$.23/Query	Not Applicable
2. Ordering	$3.35/Transaction	Not Applicable
3. Provisioning	Included in Ordering	Not Applicable
4. Maintenance & Repair		
a. ECG Access	$.23/Query	Not Applicable
b. EB/OSI Access	$1.17/Trouble Ticket	Not Applicable
5. Billing		
a. CD-ROM	$249.56/CD-ROM	Not Applicable
b. Daily Usage File		
b.1. Existing Message Recording	$0.000261/Message	Not Applicable
b.2. Delivery of DUF		
Data Tape	$17.34/Tape	$62.13/Programming Hour
Network Data Mover	$0.000095/Message	Not Applicable
CMDS	$0.000095/Message	$62.13/Programming Hour
b.3. DUF Transport		
9.6 kb Communications Port	$10.37/Month	$7,527.00/Port
56 kb Communications Port	$28.63/Month	$31,149.87/Port
256 kb Communications Port	$28.63/Month	$51,854.42/Port
T1 Communications Port	$363.64/Month	$185,031.55/Port
Line Installation	Not Applicable	$62.13/Programming Hour/Port
Port Set-up	Not Applicable	$9.97/Port
Network Control Programming Coding	Not Applicable	$62.13/Programming Hour/Port
E. 911/E911	Access pass-through to number portability purchaser	
Transport	Per section B. above.	
Data Entry and Maintenance	No Charge	

31

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
F. TIME AND MATERIALS		
Special Construction	As applicable per Verizon-PA PUC 1 sec. 9	
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	$1.06/Service Order $26.56/Premises Visit $12.25 Labor Charge/ Quarter Hour After First Quarter Hour
Central Office Technician	Not Applicable	$1.06/Service Order $10.54 Labor Charge/ Quarter Hour or Fraction Thereof
G. CUSTOMIZED ROUTING		
To Reseller Platform	$.13769/Line/Month	$3.89/Line
To Verizon Platform for Re-Branding	$.068849/Call	$3.89/Line
Customized Routing Transport	Per section B. above.	
H. DIRECTORY LISTINGS & BOOKS		
Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to Verizon-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 Verizon-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 IDT per separate arrangement	

A.   Charges by Verizon

    (a)   Traffic delivered to Verizon Tandem: Tandem Rate.

    (b)   Traffic delivered directly to terminating Verizon End Office: End Office Rate.

B.   Charges by IDT

1.   Single-tiered interconnection structure:

IDT's rates for the termination of Verizon's Reciprocal Compensation 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:

> *Tandem Minutes* = Total minutes of use of Reciprocal Compensation Traffic delivered by IDT to the Verizon Tandem for most recent billed quarter.

> *End Office Minutes* = Total minutes of use Reciprocal Compensation Traffic delivered by IDT directly to the terminating Verizon End Office for most recent billed quarter.

> *Total Minutes* = Total minutes of use of Reciprocal Compensation Traffic delivered by IDT to Verizon for most recent billed quarter.

IDT Charge at the IDT-IP =

$$\frac{(Tandem\ Minutes \times \text{Tandem Rate}) + (End\ Office\ Minutes \times \text{End Office Rate})}{Total\ Minutes}$$

For the first year after the Effective Date, the IDT 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 Reciprocal Compensation Traffic termination trunks to Verizon End Offices and to Verizon Tandems.

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

(a) Reciprocal Compensation Traffic delivered to IDT Tandem: Tandem Rate

(b) Reciprocal Compensation Traffic delivered to terminating IDT End Office/node: End Office Rate

C.   Miscellaneous Notes

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

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* Pennsylvania Telephone Association has requested not to receive hardcopies, so none has been sent

DATE: April 2, 2003

SUBJECT: A-310782 F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

DOCUMENT FOLDER

DOCKETED
APR 0 2 2003

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND
IDT AMERICA CORP. FOR APPROVAL OF ADOPTION OF AN
INTERCONNECTION AGREEMENT UNDER SECTION 252(i) OF THE
TELECOMMUNICATIONS ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of Adoption 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 April 12, 2003. 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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKETED
APR 02 200·

NOTICE TO BE PUBLISHED

DOCUMENT FOLDER

Joint Petition of Verizon Pennsylvania Inc. and IDT America Corp. for Approval of Adoption of an Interconnection Agreement Under Section 252(i) of The Telecommunications Act of 1996.
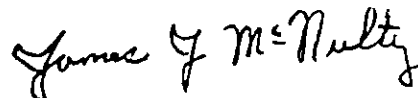Docket Number: A-310782 F7000.

Verizon Pennsylvania Inc. and IDT America Corp., by its counsel, filed on March 27, 2003, at the Public Utility Commission, a Joint Petition for approval of Adoption 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 Verizon Pennsylvania Inc. and IDT America Corp. 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.

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary