

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	2 Wire Analog Loops (POTS Loops) and 2-Wire Customer-Specified Signaling	<p>Line Install, if premises visit not required: Initial loop: \$2.97 Each additional loop: \$2.97</p> <p>Service Order: \$1.05</p> <p>Line Install, if premises visit required: Initial loop: \$66.85 Each additional loop: \$22.59</p> <p>Disconnect: \$1.32/loop</p> <p>Coordinated Cut-Over (only applicable for 2-Wire Customer-Specified Signaling) If premises visit not required: \$3.24/order If premises visit required: \$12.10/order</p> <p>CSS Design (only applicable for 2-Wire Customer-Specified Signaling): \$40.93/order</p>	<p>Density Cell:⁴</p> <p>1 - \$11.52/loop/month 2 - \$12.71/loop/month 3 - \$16.12/loop/month 4 - \$23.11/loop/month</p>
	4-Wire Customer-Specified Signaling	<p>Line Install, if premises visit not required: Initial loop: \$2.97 Each additional loop: \$2.97</p> <p>Service Order: \$1.05</p> <p>Install, if premises visit required: Initial loop: \$66.85 Each additional loop: \$22.59</p> <p>Disconnect: \$1.32/loop</p> <p>Coordinate Cut-Over If premises visit not required: \$3.24/order If premises visit required: \$12.10/order</p> <p>CSS Design: \$40.93/order</p>	<p>Density Cell:</p> <p>1 - \$22.40/month 2 - \$26.36/month 3 - \$33.03/month 4 - \$45.47/month</p>

⁴ References to Density Cells in 3.a. as per BA-PA Tariffs 1, Section 12A.4, 180A Paragraphs B.4 & B.5, and Paragraph E.2 of Tariffs 182, 182A, 185B, and 185C.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	ISDN Loops	<p>Line Install, if premises visit not required: Initial loop: \$12.91 Each additional loop: \$12.91</p> <p>Service Order: \$1.05</p> <p>Line Install, if premises visit required: Initial loop: \$76.78 Each additional loop: \$32.52</p> <p>Disconnect: \$1.32/loop</p>	<p>Density Cell: 1 - \$13.16/month 2 - \$14.35/month 3 - \$17.75/month 4 - \$24.74/month</p>
	DS-1 Loops	<p>Line Install, if premises visit not required: Initial loop: \$2.97 Each additional loop: \$2.97</p> <p>Service Order: \$1.05</p> <p>Line Install, if premises visit required: Initial loop: \$66.85 Each additional loop: \$22.59</p> <p>Disconnect: \$1.32/loop</p> <p>Coordinate Cut-Over If premises visit not required: \$3.24/order If premises visit required: \$12.10/order</p> <p>CSS Design: \$40.93/order</p>	<p>Density Cell: 1 - \$132.51/month 2 - \$139.37/month 3 - \$168.59/month 4 - \$252.46/month</p>
	2-Wire ADSL Loops ^a	TBD	TBD
	2-Wire and 4-wire HDSL Loops ^b	TBD	TBD

^a These rates are subject to approval by the Commission.

^b These rates are subject to approval by the Commission.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	Collocation Cross-Connect System		
	Voice Grade Loop Cross-Connect	Physical DS0: CO side to equipment: Not Applicable Virtual DS1 w/EDSX ² : Initial Line Install: \$544.36 Service Order: \$1.05 Add'l Line Install: \$210.46 Virtual DS1 w/CFA: Initial Line Install: \$544.36 Service Order: \$1.05 Add'l Line Install: \$210.46 Virtual DS0 w/RFT: Not Applicable	Physical DS0: CO side to equipment: \$0.41/month Virtual DS1 w/EDSX: \$60.21/month Virtual DS1 w/CFA: \$44.08/month Virtual DS0 w/RFT: \$1.20/month
	Other Cross-Connect	Physical DS3: Initial Line Install: \$481.36 Service Order: \$1.05 Add'l Line Install: \$194.71 Physical DS1: Initial Line Install: \$481.36 Service Order: \$1.05 Add'l Line Install: \$194.71 Virtual DS3: Initial Line Install: \$481.36 Service Order: \$1.05 Add'l Line Install: \$194.71 Virtual DS1: Initial Line Install: \$481.36 Service Order: \$1.05 Add'l Line Install: \$194.71	Physical DS3: \$84.27/month Physical DS1: \$15.72/month Virtual DS3: \$88.81/month Virtual DS1: \$16.12/month

A Virtual DS1 element with EDSX consists of one (1) DS1 plus twenty-four (24) DS0 with an IDLC.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	Digital Cross-Connect System	Service Establishment: \$1890.82 Database Modification: \$148.68/modification request Reconfiguration by BA Personnel: \$31.98/programming charge/30-minute increment DS0 Cross-Connect: \$26.17/port DS1 Cross-Connect: \$32.71/port	Not Applicable Not Applicable Not Applicable DS0 Cross-Connect: \$20.54/port/month DS1 Cross-Connect: \$71.92/port/month
3.b.	Special Construction Charges	As applicable per Bell Atlantic-BA-PA PUC 1 sec. 9	
3.c.1.	Service Technician Charges (Maintenance Service Charges) (service technician work on unbundled loops outside of the central office)	Service Call-Dispatch and 15 min. labor: \$26.24/premise visit Labor: \$12.10/15-minute increment after first quarter hour Service Order: \$1.05	Not Applicable
3.c.2.	Central Office Technician Charges	Labor: \$10.42/15-minute increment or fraction thereof Service Order: \$1.05	Not Applicable
4.a.	Unbundled Dedicated Transport DS-1	Initial Facility: \$353.70 Service Order: \$1.05 Add'l Facility (if purchased at time of Initial Facility): \$24.00	\$37.66/facility/month \$0.66/facility/mile/month
4.b.	Unbundled Dedicated Transport DS-3	Initial Facility: \$353.70 Service Order: \$1.05 Add'l Facility (if purchased at time of Initial Facility): \$24.00	\$526.72/facility/month \$18.66/facility/mile/month
4.c.	Unbundled Dedicated Transport Voice Grade/DS-0	Initial Facility: \$353.70 Service Order: \$1.05 Add'l Facility (if purchased at time of Initial Facility): \$24.00	\$10.37/facility/month \$0.03/facility/mile/month

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
4.d.	Unbundled Dedicated Transport DDS	Initial Facility: \$353.70 Service Order: \$1.05 Add'l Facility (if purchased at time of Initial Facility): \$24.00	\$10.74/facility/month \$0.04/facility/mile/month
4.e.	Mid-Span Meet Arrangements	On a case-by-case basis in accordance with Attachment IV.	
4.f.	Common or Shared Transport Tandem Switching Transport Fixed Transport per mile	Not Applicable Not Applicable Not Applicable	\$0.000836/mou \$0.000152/mou \$0.000004/mile/mou
5.a.	Local switching Unbundled Ports POTS/PBX/CENTREX ISDN PRI ISDN BRI Public/Semi-Public DID	Installation: \$2.97/port Service Order: \$1.05/port ⁸ Disconnect: \$1.32/port Installation: \$113.36/port Service Order: \$1.05/port ⁹ Disconnect: \$1.32/port Installation: \$2.97/port Service Order: \$1.05/port ¹⁰ Disconnect: \$1.32/port Installation: \$2.97/port Service Order: \$1.05/port ¹¹ Disconnect: \$1.32/port Installation: \$692.07/port Service Order: \$1.05/port ¹² Disconnect: \$1.32/port	\$2.67/port/month \$135.13/port/month \$10.28/port/month \$3.52/port/month \$5.98/port/month

⁸ Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
5.b.	Local switching Unbundled Switching	Not Applicable	Originating (with Vertical Features): \$0.011067/mou Terminating (with Vertical Features): \$0.006143/mou
5.c.	Tandem Switching	Not Applicable	\$0.0008360/mou, plus tandem switched transport as needed
6.	Network Interface Device	Not Applicable	\$0.68/NID/month ¹¹
7.a.	911 service (data entry; database maintenance)	No charge	
7.b.	Directory Assistance Data	Per Section 6.1.7 of Attachment VIII of this Agreement	Per Section 6.1.7 of Attachment VIII of this Agreement
7.c.	Directory Assistance Services/Operator Services		
	Directory Assistance Service	Not Applicable	\$0.3664/call
	Directory Transport ¹⁴ Tandem Switching	Not Applicable	\$0.000730/call
	Tandem Switched Transport	Not Applicable	\$0.000132/call and \$0.000003/mile/call
	Operator Services Live	Not Applicable	\$0.0128/operator work second
	Automated ¹⁴	Not Applicable	\$0.00158/automated work second
	Branding ¹⁰	\$1,358.62/branding message	Not Applicable
	Carrier-to-Carrier LSV/VCI Requests	Not Applicable	\$0.01280/operator work second

⁹ Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

¹⁰ Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

¹¹ Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

¹² Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

¹³ Not applicable when MCI order a loop element.

¹⁴ These rates are interim rates until permanent rates are established by the Commission.

	Bell Atlantic Service	Non-recurring	Recurring
8.a.	White Pages and Yellow Pages directory listings ¹⁷	Not Applicable	Not Applicable
8.b.	Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to MCI _m per separate arrangement	
8.c.	Additional listings, changes to listings, non-listed, non-published	Per tariff [Bell Atlantic-BA-PA PUC 1 sec. 5.B] less wholesale discount Illustrative (non-discounted rates): Additional listing: \$12.00 residence; \$15.00 (1 ^{**}), \$9.00 (additional) business Change to listing: \$12.00 residence; \$15.00 (1 ^{**}), \$9.00 (additional) business Non-list: \$15.00 residence or business Non-published: \$15.00 residence or business	Per tariff [Bell Atlantic-BA-PA PUC 1 sec. 5.B] less wholesale discount Illustrative (non-discounted rates): \$1.25/mo residence \$2.05/mo business \$1.25/mo residence or business \$1.75/mo residence or business
9.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)	No Charge	
10.a.	SS7 Interconnection STP Port - Termination: STP Port - Access: ¹⁸	\$94.15/port Service Order: \$1.05/order Initial Facility: \$274.06/facility Add'l Facility: \$24.01/facility	\$640.02/port/month \$0.47/mile/month

¹⁵ This rate is an interim rate until a permanent rate is established by the Commission.

¹⁶ This rate is an interim rate until a permanent rate is established by the Commission.

¹⁷ These listings refer to primary listings on initial UNE order or resale order. For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of CENTREX or CENTREX-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to BA-PA end user business customers for which no specific charge applies.

¹⁸ These rates are interim rates until permanent rates are established by the Commission.

	Bell Atlantic Service	Non-recurring	Recurring
10.b.	LIDB Interconnection LIDB Point Codes ¹⁹ Calling Card Billed Number Screening Storage of MCI's Data in LIDB Database ²⁰	\$85.84/point code Not Applicable Not Applicable \$1,469.92/service establishment	Not Applicable \$0.015542/query \$0.015542/query Not Applicable
10.c.	800/888 data base Interconnection	Not Applicable	Basic Query: \$0.000835/query Vertical Query: \$0.000343/query
11.a.	Interim Number Portability	"Track and True-up" - Once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.	
11.b.	Pass-through of access charges under INP arrangement	In accordance with Attachment VIII, Section 3.1.5	
12.	Local Dialing Parity	No Charge	
13.a.	Reciprocal call termination Local traffic delivered to Bell Atlantic Interconnection Point	Not Applicable	Termination at BA Tandem: \$0.002902/mou Termination at End Office: \$0.001864/mou
13.b.	Access charges for termination of intrastate and interstate toll traffic	Per Bell Atlantic's interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)	
14.a.	Local Resale ²¹	Percentage discount from price in retail Tariff ²²	

¹⁹ This rate is an interim rate until a permanent rate is established by the Commission.

²⁰ This rate is an interim rate until a permanent rate is established by the Commission.

²¹ The wholesale discounts for the resale of retail telecommunications services excludes Telecommunications Services designed primarily for wholesale, such as switched and special Exchange Access service, and, subject to Attachment II of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

²² Pending establishment of mechanized billing procedures adapted to resale, BA will apply the wholesale discount for resale as a "bottom-of-the-bill" discount rate and will utilize a "true-up" process to correct possible

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
14.b.	Resale of retail Telecommunications Services where MCI _m does not use Bell Atlantic's Operator Services	20.69%	
14.c.	Resale of retail Telecommunications Services where MCI _m uses Bell Atlantic's Operator Services	18.43%	
14.d.	Pennsylvania Gross Receipts Tax discount	Equal to Pennsylvania Gross Receipts Tax (currently 5%) in addition to 14.b or 14.c above	
15.a.	Access to Pre-Ordering OSS	Not Applicable	\$0.22/query
15.b.	Access to Ordering OSS	Not Applicable	\$3.34/transaction
15.c.	Access to Provisioning OSS	Not Applicable	No Charge - Included in Ordering
15.d.	Access to Maintenance & Repair OSS	Not Applicable	ECC Access: \$0.22/query EB/OSI Access: \$1.16/trouble ticket
15.e.1.	Access to Billing OSS; CD-ROM	Not Applicable	\$246.59/CD-ROM
15.e.2.	Access to Billing OSS; Daily Usage File Existing Message Recording Existing Message Recording	Not Applicable	\$0.000258/message
15.e.3.	Access to Billing OSS; Daily Usage File Delivery Data Tape Network Data Mover CMDS	\$61.39/programming hour Not Applicable \$61.39/programming hour	\$17.18/tape \$0.000094/message \$0.000094/message
15.e.4.	Access to Billing OSS, Daily Usage File Transport ²³ 9.6 kb Communications Port 56 kb Communications Port 256 kb Communications Port T1 Communications Port	Installation: \$7,437.36/port Installation: \$30,778.91/port Installation: \$51,236.88/port Installation: \$182,827.99/port	\$10.24/port/month \$28.29/port/month \$28.29/port/month \$359.31/port/month

inadvertent application of the wholesale discount to the exclusions identified herein and to reflect other adjustments as the Companies agree.

²³ Not applicable to MCI_m if Network Data Mover connectivity has previously been established, and existing facilities are adequate to support transmission of Daily Usage File Data. If additional facilities are required to support transmission of Daily Usage File data, rates TBD.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	Line Installation	\$61.39/programming hour/port	Not Applicable
	Port Set-up	\$9.85/port	Not Applicable
	Network Control Programming Coding	\$61.39/programming hour/port	Not Applicable
16.	Customized Routing		
	To MCI _m Platform	\$3.84/line	\$0.142360/line/month
	To Bell Atlantic Platform for Re-Branding ²⁴	\$3.84/line	\$0.08330/call
	Customized Routing Transport	See sections 1 & 4 of Table 1 above.	See sections 1 & 4 of Table 1 above.

²⁴ These rates are interim rates until permanent rates are established by the Commission.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
17.	ATN Service Creation		
	Developmental Charges Service Establishment:	\$884.08	Not Applicable
	Service Creation Access Port:	Not Applicable	\$123.86/port/month
	Service Creation Usage Remote Access:	Not Applicable	\$1328.47/day
	On-Premise:	Not Applicable	\$1328.47/day
	Certification and Testing	Not Applicable	\$76.99/hour
	Help Desk Support	Not Applicable	\$81.48/hour
	Service Charges		
	Subscription Charges:	Not Applicable	\$5.44/month
	Database Queries		
	Network Query:	Not Applicable	\$0.0007/query
	MCIIm Network Query:	Not Applicable	\$0.0007/query
	MCIIm Switch Query:	Not Applicable	\$0.0007/query
	Trigger Charges		
	Line-Based:	Not Applicable	\$0.0010/query
	Office-Based	Not Applicable	\$0.0010/query
	Utilization Element:	Not Applicable	\$0.0003/query
	Service Activation Charge		
	Network Service Activation:	\$8.37/service activated/line	Not Applicable
	MCIIm Network Service Activation:	\$8.37/service activated/line	Not Applicable
	MCIIm Switch Service Activation:	\$8.37 service activated/line	Not Applicable
	Service Modification		
	DTMF Update:	Not Applicable	\$0.1080/occurrence
	Switch-Based Announcement:	Not Applicable	\$0.005/announcement

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
18.	Rebundling of Unbundled Services	Pre-existing BA-PA end user: applicable port service order charge (see Section 5 above) Other end users: applicable service order charge for port and installation charges for loop and port (see Sections 3 and 5 above)	See Sections 3 and 5 above
19.	Network Element Recombination Service ²⁵	TBD	TBD

²⁵ These rates are subject to approval by the Commission.

B. MCI_m Services, Facilities, and Arrangements:

	<u>MCI_m Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a	Interim Number Portability through co-carrier call forwarding	"Track and True-up" - Once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.	
1.b	Pass-through of access charges under INP arrangement	In accordance with Attachment VIII, Section 3.1.5.	
2.	Local Dialing Parity	No charge	
3.a	Reciprocal call termination Local Traffic delivered to MCI _m Interconnection Point	Not Applicable	Average rate paid by BA to MCI _m in the previous calendar quarter ²⁶
3.b	Access charges for termination of intrastate and interstate Toll Traffic	Per MCI _m 's interstate and intrastate access Tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)	
4.a	Trunk Side transport for Local Interconnection DS-1 trunks	Same rates as set forth in 4.a of Part A. of this Table I as may be amended from time to time pursuant to footnote 1 above	
4.b	Trunk Side transport for Local Interconnection DS-3 trunks	Same rates as set forth in 4.b of Part A. of this Table I as may be amended from time to time pursuant to footnote 1 above	
5.	All other MCI _m services available to Bell Atlantic	Available at MCI _m 's tariffed or otherwise generally available rates or as agreed to by the Parties.	

²⁶ MCI_m's rates for the termination of BA's Local Traffic shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

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

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

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

MCI_m Charge at the MCI_m-IP =

$$\frac{(\text{Access Tandem Minutes} \times \text{BA Tandem Termination Rate } (\$0.002902)) + (\text{End Office Minutes} \times \text{BA End Office Termination Rate } (\$0.001864))}{\text{Total Minutes}}$$

For the first year after the Effective Date, the MCI_m charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to BA End Offices and to BA Access Tandems.

	<u>MCIm Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
6.	Entrance facilities, and transport, as appropriate, for Local Interconnection at MCIm End Office/Tandem Office, Serving Wire Center, or other Point of Interconnection	Same rates as set forth in I.a. of Part A of this Table I as may be amended from time to time pursuant to footnote I above)	

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ATTACHMENT III

NETWORK ELEMENTS

Section 1. Introduction

1.1 Bell Atlantic shall provide unbundled Network Elements in accordance with this Agreement and Applicable Law. The price for each Network Element is set forth in Attachment I of this Agreement. Except as otherwise set forth in this Attachment, MCI may order Network Elements as of the Effective Date. The obligations set forth in this Attachment III shall apply to such Network Elements: (i) available when this Agreement becomes effective; (ii) that subsequently become available; and (iii) in all cases to those features, functions, Combinations, and capabilities, the provision of which is Technically Feasible at such time as they are incorporated in unbundled Network Elements offered by Bell Atlantic.

Section 2. Unbundled Network Elements

2.1 Bell Atlantic shall offer Network Elements to MCI on an unbundled basis on rates, terms and conditions that are just, reasonable, and Non-Discriminatory in accordance with the terms and conditions of this Agreement.

2.2 Bell Atlantic shall permit MCI to connect MCI's facilities or facilities provided to MCI by third-parties with each of Bell Atlantic's unbundled Network Elements at those generic points within Bell Atlantic's network, designated within this Agreement or as a result of the Bona Fide Request ("BFR") process.

2.3 MCI may use one or more Network Elements to provide features, functions, or, capabilities that such Network Element(s) provide as of the date hereof in Bell Atlantic's network, or as may otherwise be agreed upon through the BFR process.

2.3.1 MCI may, at its option, select methods of access to unbundled elements, as described in this Agreement, or as may otherwise be agreed upon through the BFR process.

2.4 Bell Atlantic shall offer each Network Element individually and in Combinations (where Technically Feasible), solely in order to permit MCI to provide Telecommunications Services to its subscribers.

2.5 For each Network Element, Bell Atlantic shall provide connectivity at a point which is agreeable to both Parties. However, where Bell Atlantic provides combined Network Elements at MCI's request, no connectivity point between the Parties shall exist between such contiguous Network Elements.

2.6 This Attachment describes the initial set of Network Elements which MCI and Bell Atlantic have identified as of the Effective Date of this Agreement:

- Loop
- Network Interface Device
- Local Switching
- Operator Systems
- Common Transport
- Dedicated Transport
- Signaling Link Transport
- Signaling Transfer Points
- Service Control Points/Databases
- Tandem Switching
- Directory Assistance

2.6.1 MCI and Bell Atlantic agree that the Network Elements identified in this Attachment may prove not to be all possible Network Elements.

2.6.2 MCI may identify additional or revised Network Elements as necessary to provide Telecommunications Services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.

2.6.2.1 MCI will request any such Network Elements in accordance with the BFR process described in Section 25 (BFR Process for Further Unbundling) of Part A. Additionally, if Bell Atlantic provides any Network Element that is not identified in this Agreement to another CLEC pursuant to an approved Interconnection Agreement, Bell Atlantic shall make available the same Network Element to MCI under the same terms, and conditions, as required by 47 U.S.C. Section 252(i).

Section 3. Technical Standards and Technical Specifications for Network Elements

3.1 Each Network Element shall be furnished at the service levels included in this Agreement and in accordance with the performance standards required in this Agreement.

3.2 Each Network Element provided by Bell Atlantic to MCI, unless identified differently in this Agreement, shall be provided at Parity and in a Non-Discriminatory manner in the areas of: quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that Bell Atlantic provides to itself (where applicable and Technically Feasible), Bell Atlantic's own subscribers (where applicable and Technically Feasible), to a Bell Atlantic Affiliate, or to any other entity, as set forth in the FCC Rules and Regulations, as the same may be amended from time to time.

3.2.1 Bell Atlantic shall provide to MCI, upon reasonable request, reasonably available engineering, design, performance and other network data sufficient for MCI to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are not being met, the Parties shall in good faith endeavor to address the issue at the network operations supervisor level, and if necessary, employ the escalation procedure of Section 15.1.2.

3.2.2 Bell Atlantic agrees to work cooperatively with MCI to ensure that the Network Elements that are provided pursuant to this Agreement will meet MCI's reasonable needs in providing services to its subscribers.

3.3 Unless otherwise requested by MCI, each Network Element and the connections between Network Elements provided by Bell Atlantic to MCI shall be made available to MCI at Parity and in a Non-Discriminatory manner at the points identified in this Agreement, or additional points made available through the BFR process.

Section 4. Loop

4.1 Definition:

4.1.1 Unbundled Local Loop ("ULL") means a transmission path that extends from the vertical side of a main distribution frame, DSX-panel, or functionally comparable piece of equipment in the subscriber's serving End Office to the Network Rate Demarcation Point (or Network Interface Device ("NID") if installed) in or at a subscriber's premises. The actual loop transmission facilities used to provide a ULL may utilize any of several technologies.

4.1.2 Subject to Part A, Section 29 (Facilities), Bell Atlantic shall allow MCI access to the following ULLs (in addition to those ULLs available under applicable Tariffs) including without limitation unbundled from Local Switching and local transport in accordance with the terms and conditions set forth in this Section 4.

4.1.2.1 2-wire analog voice grade ULL or analog 2W provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described at Exhibit A of this Attachment III.

4.1.2.2 4-wire analog voice grade ULL or analog 4W provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start,

loop-reverse-battery, duplex, and no signaling. The service is more fully described in Exhibit B of this Attachment III.

4.1.2.3 2-wire ISDN digital grade ULL or BRI ISDN provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. The service is more fully described in Exhibit C of this Attachment III.

4.1.2.4 4-wire DS-1 compatible ULL provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code. DS-1 compatible ULLs will be available where existing copper facilities can meet the specifications. The service is more fully described in Exhibit C of this Attachment III.

4.1.2.5 ULLs will be offered on the terms and conditions specified herein and on such other terms in applicable Tariffs that are not inconsistent with the terms and conditions set forth herein.

4.1.3 If Bell Atlantic uses integrated digital loop carrier ("DLC") systems to provide the local loop, Bell Atlantic will make alternate arrangements if available, meeting the requirements of this Section 4, to permit MCI to order an existing contiguous ULL with the same provisioning intervals at no additional cost to MCI. These arrangements may, at Bell Atlantic's option, include the following: provide MCI with copper facilities or universal DLC that are acceptable to MCI. Additional arrangements, such as deployment of Virtual Remote Terminals, or allowing MCI to purchase the entire DLC, are subject to the BFR procedures of Section 25 of Part A of this Agreement.

4.2 Loop Components

MCI may, at its option, raise the issue of subloop unbundling (other than NID unbundling, which is addressed in Section 5 of this Attachment III) either through the BFR procedure set forth in Section 25 of Part A of this Agreement, or by cooperating with Bell Atlantic in the design and implementation of a subloop unbundling technical and operational trial. Loop components may include, but are not limited to, the following:

- 4.2.1 Loop Concentrator/Multiplexer
- 4.2.2 Loop Feeder
- 4.2.3 Loop Distribution

Section 5. Network Interface Device

5.1 Definition:

5.1.1 "Network Interface Device" or "NID" means the Bell Atlantic provided interface terminating Bell Atlantic's Telecommunications network on the property where the subscriber's service is delivered at a point determined by Bell Atlantic. The NID contains a FCC Part 68 registered jack from which inside wire may be connected to Bell Atlantic's network.

5.1.2 Bell Atlantic shall permit MCIIm to connect MCIIm's loop to the inside wiring of a subscriber's premises through Bell Atlantic's NID in the manner set forth in Section 5.2 herein.

5.2 Access to Network Interface Device

5.2.1 Due to the wide variety of NIDs utilized by Bell Atlantic (based on subscriber size and environmental considerations), MCIIm may access the subscriber's inside wire by any of the following means:

5.2.1.1 Bell Atlantic shall allow MCIIm to connect its loops directly to Bell Atlantic's multi-line residential NID enclosures that have additional space and are not used by Bell Atlantic or any other Telecommunications Carrier to provide service to the premise. MCIIm agrees to install compatible protectors and test jacks, to maintain the protection system and equipment and to indemnify Bell Atlantic pursuant to Part A of this Agreement

5.2.1.2 In all other cases, MCIIm must establish the connection to Bell Atlantic's NID through an adjoining NID deployed by MCIIm.

5.2.1.2.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

5.2.1.2.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

5.2.1.2.3 Request Bell Atlantic to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e.,

MCIm, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

5.2.1.3 In no case shall MCIm remove or disconnect Bell Atlantic's loop facilities from Bell Atlantic's NIDs, enclosures, or protectors.

5.2.1.4 In no case shall MCIm remove or disconnect ground wires from Bell Atlantic's NIDs, enclosures, or protectors.

5.2.1.5 In no case shall MCIm remove or disconnect NID modules, protectors, or terminals from Bell Atlantic's NID enclosures.

5.2.1.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the subscriber. Any conflicts between service providers for access to the subscriber inside wire must be resolved by the subscriber.

5.2.1.7 Due to the wide variety of NID enclosures and outside plant environments, Bell Atlantic will work with MCIm to develop specific procedures to establish the most effective means of implementing this Section 5.2.

5.3 Technical Requirements

5.3.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for Bell Atlantic's facilities, for the distribution media and/or cross connect to MCIm's NID, and shall maintain a connection to ground.

5.3.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCIm's NID, consistent with the NID's function at the Effective Date of this Agreement.

5.3.3 Where a Bell Atlantic NID exists, it is provided in its "as is" condition. MCIm may request Bell Atlantic do additional work to the NID in accordance with Section 5.2.1.2.3.

5.4 Interface Requirements

5.4.1 Where an existing Bell Atlantic NID is installed, the NID shall be the interface to subscribers' premises wiring for the existing loop technology at that premises.

Section 6. Distribution

MCIIm may, at its option, raise the issue of distribution unbundling through the BFR procedure set forth in Section 25 of Part A of this Agreement.

Section 7. Local Switching

7.1 Definition:

7.1.1 Local Switching is the Network Element that provides MCIIm the ability to use switching functionality in a Bell Atlantic end office switch, including all vertical services and/or features that Bell Atlantic already provides, or provides in the future pursuant to the BFR process set forth in Part A, Section 25, out of that switch. MCIIm may request modifications to the switching functionality, including the vertical services and/or features, available in a Bell Atlantic end office switch pursuant to the BFR process set forth in Part A, Section 25. Local Switching will be provisioned with a port element, which provides line or trunk side access to Local Switching.

7.1.2 Port element or port means a line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual subscriber trunks and the switching components of an end office switch and the associated switching functionality in that end office switch. Each port is typically associated with one (or more) telephone number(s) which serves as the subscriber's network address. The port element is part of the provision of Local Switching.

7.1.3 Local Switching includes line side and trunk side facilities plus the features, functions, and capabilities of the switch, as set forth in Section 7.1.1. It consists of the line-side port (including connection between a loop termination and a switch line card, telephone number assignment, one primary Directory Listing, presubscription, and access to 911, Operator Services, basic intercept, and Directory Assistance), line and line group features (including appropriate vertical features and line blocking options), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card). Components of Local Switching, to the extent that they are separately charged, shall be charged at the rates set forth in Attachment I.

7.1.4 Bell Atlantic shall offer, as an optional chargeable feature, daily usage tapes that include the "to and from" number, start time, and stop time, by line port, for all recorded local, access, and toll usage. MCIIm may request activation or deactivation of features on a per port basis at any time, and shall compensate Bell Atlantic for the non-recurring charges associated with processing the order.

7.2. Technical Requirements -

7.2.1 Bell Atlantic shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.2 Where Technically Feasible, Bell Atlantic will offer Specialized Routing for Local Switching lines and for lines provided to MCI_m under Local Resale. Bell Atlantic's initial deployment of Specialized Routing will route Directory Assistance and Operator Services calls (*i.e.*, 411, 555-1212, 0-, 0+local) to: (i) Bell Atlantic provided platforms; (ii) MCI_m designated platforms; or (iii) third-party platforms. Due to the constraints of the various switches in place in the Bell Atlantic service region, Bell Atlantic will implement a hybrid network solution for Specialized Routing. The hybrid solution encompasses three different technologies: Bell Atlantic's Common Channel Signaling Network/Advanced Intelligent Network (CCSN/AIN) and, for those office and call types not supported by AIN, Specialized Routing Nodes and/or line class codes. The Combinations of switch types, call types, and technology solutions currently available are identified in Exhibit D of this Attachment III. Exhibit D is subject to modification upon reasonable prior notification to MCI_m. The following terms and conditions apply to Specialized Routing service:

7.2.2.1 If MCI_m elects the wholesale discount for Local Resale which does not include Bell Atlantic Directory Assistance and Operator Services, MCI_m must request Specialized Routing for all End Offices where they elect to resell Bell Atlantic retail Telecommunications Services using this wholesale discount.

7.2.2.2 Specialized Routing will be activated for all MCI_m Local Resale and Local Switching end user lines and for all applicable call types (*i.e.*, 411, 555-1212, 0-, 0+local) in a requested End Office.

7.2.2.3 MCI_m is responsible for establishing the necessary transport to carry the rerouted calls to its Operator Services platform(s). Trunks will be required for traffic rerouted from the originating End Office and for traffic rerouted from the Specialized Routing Node. Bell Atlantic-supplied Dedicated Transport is available for use with Specialized Routing, where facilities are available, in which case rates and charges for such transport will apply in addition to the rates and charges for Specialized Routing.

7.2.2.4 If the necessary trunks are not in place once a subscriber has been converted to MCI_m's local service, then the end user customer will receive a re-order tone.

7.2.2.5 Traffic rerouted via the Specialized Routing Nodes will be handed-off to MCI_m at a Point of Interconnection in the originating LATA.

7.2.2.6 Implementation of Specialized Routing will begin in the requested End Offices in the State no later than ninety (90) days after the beginning of the implementation interval, and will be finished for all requested End Offices in a State within one hundred eighty (180) days after the beginning of the implementation interval. The implementation interval for Specialized Routing will begin upon receipt by Bell Atlantic of a list of the End Offices from which MCI_m wishes to purchase Specialized Routing service.

7.2.2.7 Certain classes of service and/or line types are not supported by AIN-based Specialized Routing. These exceptions, identified in Exhibit E of this Attachment III, will be addressed by Bell Atlantic on a case-by-case BFR basis at MCI_m's request. Additional charges will apply for the development and implementation of the network solution(s) used to address these exceptions. Exhibit E of this Attachment III is subject to modification upon reasonable prior notification to MCI_m.

7.2.2.8 Due to the use of AIN technology for Specialized Routing, some existing and future AIN-based services may not work with Local Resale lines that employ Specialized Routing. Exhibit E of this Attachment III lists AIN services that are currently known to conflict with Specialized Routing.

7.2.3 Bell Atlantic shall provide standard recorded announcements at Parity.

7.2.4 Where requested by MCI_m, Bell Atlantic will attempt to change a subscriber from Bell Atlantic's services to MCI_m's services without loss of feature availability and functionality. However, dependent on the technical arrangements MCI_m chooses to use to provide their end user services, some feature interaction conflicts and resulting loss of feature availability and functionality may result.

7.2.5 For unbundled Bell Atlantic switching in Combination with an unbundled Bell Atlantic loop, Bell Atlantic shall perform routine testing (e.g., mechanized loop tests ("MLT")) at Parity upon receipt of a trouble report from MCI_m.

7.2.6 Bell Atlantic shall repair, restore and maintain Bell Atlantic provided equipment that has produced trouble conditions, at Parity and in a Non-Discriminatory manner, to minimize recurrence of trouble conditions in MCI_m's use of Local Switching.

7.2.7 Bell Atlantic shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as automatic call gapping, automatic congestion control, and network routing overflow at Parity and in a Non-Discriminatory manner.

7.2.8 Bell Atlantic shall record billable events, involving usage of the element, and send the appropriate recording data to MCI as outlined in Attachment VIII.

7.2.9 Unbundled switching will include 911 access on the same basis as such access is provided in Bell Atlantic's network.

7.2.10 Bell Atlantic shall provide switching service point ("SSP") capabilities and signaling software to interconnect the signaling links destined to Bell Atlantic STPs at Parity. In the event that Local Switching is provided out of a switch without SS7 capability, and Bell Atlantic unbundled Common Transport is purchased for use with Bell Atlantic's unbundled switching, Bell Atlantic's Tandem Office Switches shall provide this capability at Parity.

7.2.11 Bell Atlantic shall provide interfaces to Adjunct Equipment, which interfaces are identified in this Agreement, at Parity. Bell Atlantic shall provide interfaces to any other Adjunct Equipment at Parity pursuant to the BFR process.

7.2.12 From time to time MCI may request that Bell Atlantic provide unique reports of reasonable performance data regarding a subscriber line, traffic characteristics, or other reasonable elements. To the extent that such reports exceed that which Bell Atlantic provides itself or its subscribers, MCI shall pay reasonable charges for such reports.

7.2.13 Bell Atlantic shall assign each MCI subscriber line an unbundled switching class of service. MCI may request and Bell Atlantic will provide call blocking options (e.g., 900, 976) at Parity.

7.3 Interface Requirements:

7.3.1 Bell Atlantic shall provide the following unbundled switching interfaces:

Analog Basic (POTS) - line side, loop start or ground start signaling
 Analog CENTREX - line side, loop start or ground start signaling
 Analog PBX - line side, loop start or ground start signaling

Analog DID - trunk side, loop reverse-battery signaling, associated with a PBX
 DS1 (DID) - trunk side, associated with a PBX
 DS1 (IOF) - trunk side, associated with dedicated unbundled transport

These services will be more fully described in Exhibits F and G of this Attachment III. Additional interfaces may be developed in accordance with the BFR process set forth in Section 25 of Part A of this Agreement.

7.3.2 Bell Atlantic shall offer access to the following at Parity:

7.3.2.1 SS7 signaling or multi-frequency trunking;

7.3.2.2 Interface to MCI_m or Bell Atlantic Operator Services systems through the use of Specialized Routing, as appropriate;

7.3.2.3 Interface to MCI_m or Bell Atlantic Directory Assistance Services through the use of Specialized Routing, as appropriate; and

7.3.2.4 Access to other third-party carriers.

7.4 Integrated Services Digital Network ("ISDN")

Implementation of the first customer application of unbundled ISDN switching will require technical and operational coordination and testing by MCI_m and Bell Atlantic to ensure that the requirements set forth in this section can be met. Should any of these requirements prove technically infeasible, the Parties shall cooperate to determine the requirements applicable to the unbundled service.

7.4.1 Technical Requirements — ISDN

7.4.1.1 Bell Atlantic shall offer data switching providing ISDN that, at a minimum:

7.4.1.1.1 Provides integrated packet handling capabilities at Parity;

7.4.1.1.2 Allows for full 2B+D channel functionality for BRI at Parity; and

7.4.1.1.3 Allows for full 23B+D channel functionality for PRI at Parity;

7.4.1.1.4 Each B channel shall allow for voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B channel.

7.4.1.1.5 Each B channel shall provide capabilities for alternate voice and data on a per call basis.

7.4.1.1.6 The BRI D channel shall allow for call associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

7.4.1.1.7 The PRI D channel shall allow for call associated signaling.

7.4.2 Interface Requirements — ISDN

7.4.2.1 Bell Atlantic shall provide the BRI U interface using 2-wire copper loops in accordance with TR-NWT-000393, January 1991, *Generic Requirements for ISDN Basic Access Digital Subscriber Lines*.

7.4.2.2 Bell Atlantic shall provide the BRI interface using digital subscriber loops adhering to Bellcore TR-NWT-303 specifications to interconnect DLCs.

7.4.2.3 Bell Atlantic shall offer PSD interfaces adhering to the X.25, X.75 and X.75' ANSI and Bellcore requirements.

7.4.2.4 Bell Atlantic shall offer PSD trunk interfaces operating at 56 kbps.

Section 8. Operator Systems

See Attachment VIII, Section 6.1.3 Directory Assistance Service and 6.1.4 Operator Service

Section 9. Common Transport

9.1 Definition:

9.1.1 Common Transport consists of interoffice transmission paths between Bell Atlantic Network Elements (illustrated in Figure 1) shared by carriers. Common Transport consists of Bell Atlantic inter-office transport facilities and is distinct and separate from Local Switching. Common Transport routes the call between two Bell Atlantic switches using the existing route(s) that are used by the Bell Atlantic network for Bell Atlantic's end users.



Figure 1

9.2 Technical Requirements

9.2.1 Bell Atlantic shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.

Section 10. Dedicated Transport

10.1 Definition:

10.1.1 Dedicated Transport is an interoffice transmission path of a fixed capacity between MCI designated locations to which MCI is granted exclusive use. Such locations may include Bell Atlantic Central Offices, other Telecommunication Carrier locations, subscriber premises, or other mutually agreed locations. Dedicated Transport is depicted below in Figure 2.



Figure 2

10.1.2 Bell Atlantic shall offer Dedicated Transport as a circuit (e.g., DS0 (voice grade), DS1, STS1 (when available) and DS3) dedicated to MCI.

10.1.3 When Dedicated Transport is provided as a circuit, it will have available (as appropriate):

10.1.3.1 Optional multiplexing functionality:

10.1.3.2 Grooming functionality in accordance with Section 10.3 herein; and.

10.1.3.3 Redundant equipment and facilities necessary to support protection and restoration at Parity and in a Non-Discriminatory manner.

10.2 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

10.2.1 Dedicated Transport shall provide physical diversity at Parity.

10.2.2 MCI may request that Bell Atlantic provide additional physical diversity. Bell Atlantic will provide such physical diversity where it is available, at Bell Atlantic's prevailing additional charge, if any. If physical diversity is not reasonably available in response to MCI's request, then MCI may order such additional physical diversity by submitting a request for special construction.

10.2.3 Dedicated Transport shall include DSX terminations at one or both ends, as applicable, in Bell Atlantic's Central Office location.

10.2.4 Bell Atlantic shall offer DCS and multiplexing, both together with and separately from Dedicated Transport.

10.3 Digital Cross Connect System ("DCS")

10.3.1 Definition:

10.3.1.1 DCS is a device which provides electronic cross-connection of digital signal level 0 ("DS0") or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate.

10.3.2 DCS Technical Requirements

10.3.2.1 DCS shall provide cross connection of the channels designated by MCI, either through service orders or by using Bell Atlantic's Intellimux capabilities.

10.3.2.2 Bell Atlantic shall continue to administer and maintain DCS, including updates to the control software to current available releases, at Parity.

10.3.2.3 Bell Atlantic shall provide various types of Digital Cross Connect Systems including:

10.3.2.3.1 DS0 cross connects (typically termed DCS 1/0).

10.3.2.3.2 Additional DCS types shall be requested in accordance with the BFR process set forth in Section 25 of Part A of this Agreement.

10.3.2.4 Through Bell Atlantic's Intellimux service capabilities, Bell Atlantic shall provide immediate and continuous configuration and reconfiguration of the channels between the physical interfaces (*i.e.*, Bell Atlantic shall establish the processes to implement cross connects on demand, or permit MCI_m control of such configurations and reconfigurations).

10.3.2.5 Through Bell Atlantic's Intellimux service capabilities, Bell Atlantic shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces (*i.e.*, Bell Atlantic shall establish the processes to implement cross connects on the schedule designated by MCI_m, or permit MCI_m to control such configurations and reconfigurations).

10.3.2.6 DCS shall continuously monitor protected circuit packs and redundant common equipment at Parity.

10.3.2.7 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation at Parity.

10.3.2.8 The equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up at Parity.

10.3.2.9 Bell Atlantic shall make available for DCSs handling MCI_m services spare facilities and equipment at Parity, necessary for provisioning repairs.

10.3.2.10 Through Bell Atlantic's Intellimux service capabilities, at MCI_m's option, Bell Atlantic shall provide MCI_m currently available performance monitoring and alarm data.

10.3.2.11 At MCI_m's option, Bell Atlantic shall provide MCI_m with the ability to initiate tests on DCS equipment. This will require MCI_m to provide additional facilities from the DCS, back to MCI_m's test center. The DCS can then be used to connect MCI_m's test center ports to other MCI_m circuits.

10.3.2.12 Where available, DCS shall provide multipoint bridging of multiple channels to other DCSs. MCI_m may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

10.3.2.13 DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCI_m.

Section 11. Signaling Link Transport

11.1 Definition:

11.1.1 Bell Atlantic's CCS Access Service ("CCSAS") allows interconnected carriers to exchange signaling information over a communications path which is separate from the message path. The transport portion of CCSAS is provided via a discretely rated dedicated 56 kbps out of band signaling connection between the carrier's Signaling Point of Interconnection ("SPOI") and Bell Atlantic's STP.

11.1.2 Each CCSAS signaling connection provides for two-way digital transmission at speeds of 56 kbps. The connection to Bell Atlantic's STP pair can be made from either the carrier's signaling point ("SP"), which requires a minimum of two 56 kbps circuits, or from the carrier's STP pair, which requires a minimum of four (4) pairs of 56 kbps circuits.

11.1.3 STP locations are set forth in National Exchange Carrier Association ("NECA") Tariff F.C.C. No. 4. Carriers ordering CCSAS are subject to the technical requirements specified in Bell Atlantic Tariff F.C.C. No. 1, Sections 2.3.9.1, 2.3.10 (B) (9) and 2.3.10 (9). Testing and certification reference documentation shall be pursuant to Bell Atlantic Tariff F.C.C. No. 1, Section 6.4.3 (A).

11.1.4 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 CCS interconnection in accordance with existing Tariffs, and interconnection and access to toll free databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected via SS7 CCS directly to the other Party's CCS network.

11.1.5 Bell Atlantic shall permit MCI to access Bell Atlantic's LIDB to validate calling card numbers and requests for bill-to-third-party or collect billing. Bell Atlantic shall provide LIDB access at Parity and in a Non-Discriminatory manner by a SS7 formatted data query before call completion to determine the validity of the billing method requested by the caller. LIDB will respond with a SS7 formatted confirmation of validity or denial of the requested billing option.

11.1.6 The Parties will provide CCS Signaling to one another, where and as available, in conjunction with all local traffic, toll traffic, meet point billing traffic, and transit traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its subscribers. All CCS signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and Charge Number. All privacy indicators will be honored. The Parties will follow all relevant OBF adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective Switches. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other party with appropriate call set-up and ANI where available, at Parity.

11.1.7 The following publications describe the practices, procedures and specifications generally utilized by Bell Atlantic for signaling purposes and is listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

11.1.7.1 Bellcore GR-905-CORE, Issue 1, March 1995, and subsequent issues and revisions;

11.1.7.2 Bell Atlantic Supplement Common Channel Signaling Network Interface Specification, Bell Atlantic-905, December 1990; Issue, Supplement 1, June 1992; Supplement 2, August 1992; Supplement 3, January 1993, and

11.1.7.3 Bell Atlantic AIN SMS Network Disclosure (Date: December 1996, on Bell Atlantic World Wide Web site).

11.1.8 Each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling as follows: Bell Atlantic shall charge MCI in accordance with Attachment I hereto and applicable Tariffs; MCI shall charge Bell Atlantic rates equal to the rates Bell Atlantic charges MCI, unless MCI's Tariffs for CCS

signaling provide for lower generally available rates, in which case MCI shall charge Bell Atlantic such lower rates.

11.1.9 MCI must meet interconnection certification testing requirements of the SS7 network before interconnection is permitted, and also before changes occur within the MCI SS7 network.

Section 12. Signaling Transfer Points ("STPs")

12.1 Definition:

12.1.1 Bell Atlantic's CCSAS allows interconnected carriers to exchange signaling information over a communications path which is separate from the message path. The discretely rated network termination point where this interconnection takes place is called the Bell Atlantic STP port termination. Figure 3 depicts STPs.

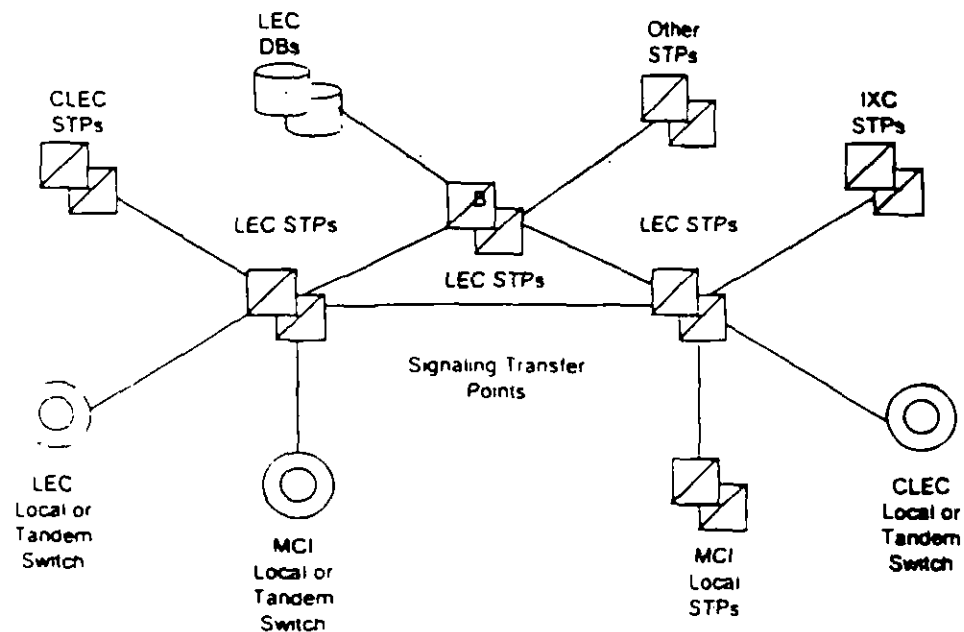


Figure 3

12.1.2 Each CCSAS signaling connection provides for two-way digital transmission at speeds of 56 kbps. The connection to Bell Atlantic's STP pair can be made from either the carrier's STP, which requires a minimum of two (2) 56 kbps circuits, or from the carrier's STP pair, which requires a minimum of four (4) pairs of 56 kbps circuits.

12.1.3 STP locations are set forth in National Exchange Carrier Association ("NECA") Tariff F.C.C. No. 4. Carriers ordering CCSAS are subject to the technical requirements specified in Bell Atlantic Tariff F.C.C. No. 1, Sections 2.3.9.1, 2.3.10 (B) (9) and 2.3.10 (9). See Bell Atlantic Tariff F.C.C. No. 1, Section 6.4.3 (A) for testing and certification reference documentation).

12.2 Technical Requirements

12.2.1 STPs shall provide access to all other Network Elements connected to the Bell Atlantic network. These include:

12.2.1.1 Bell Atlantic Local Switching or Tandem Switching;

12.2.1.2 Bell Atlantic Service Control Points/databases;

12.2.1.3 Third-party local or Tandem Switching systems; and

12.2.1.4 Third-party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the Bell Atlantic SS7 network. This explicitly includes the use of the Bell Atlantic SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the Bell Atlantic SS7 network (*i.e.*, transit messages). When the Bell Atlantic SS7 network is used to convey transit messages, there shall be no alteration of the integrated services digital network user part ("ISDNUP") or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message.

12.2.3 If a Bell Atlantic Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an MCI local Switch and third-party local Switch, Bell Atlantic's SS7 network shall convey the TCAP messages that are necessary to provide call management features (automatic callback, automatic recall, and screening list editing) between the MCI local STPs and the STPs that provide connectivity with the third-party local Switch, even if the third-party local Switch is not directly connected to Bell Atlantic's STPs, providing that the third-party Switch is located in the same LATA:

12.2.4 In cases where the destination signaling point is a Bell Atlantic local or Tandem Switching system or database, or is an MCI or third-party local or Tandem Switching system directly connected to Bell Atlantic's SS7 network, Bell Atlantic STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network

connected with the Bell Atlantic SS7 network, and shall not perform SCCP subsystem management of the destination.

12.3 Interface Requirements

12.3.1 Bell Atlantic shall provide the following STPs options to connect MCI^m or MCI^m-designated Local Switching systems or STPs to the Bell Atlantic SS7 network:

12.3.1.1 An A-link interface from MCI^m Local Switching systems; and,

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

12.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 4.

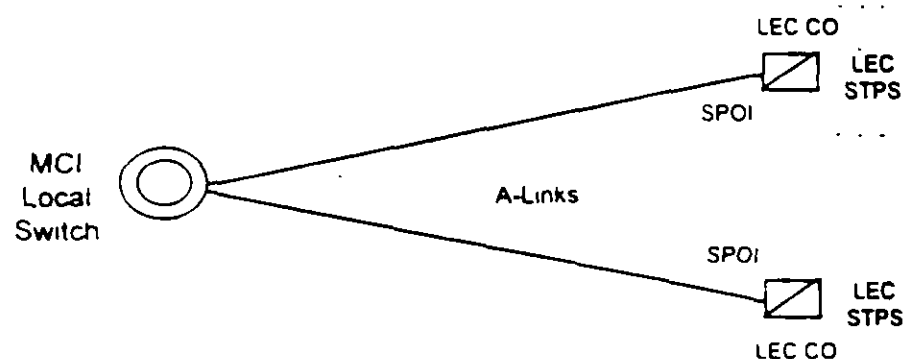


Figure 4. A-Link Interface

12.3.3 The Signaling Point of Interconnection ("SPOi") for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office where the Bell Atlantic STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOi. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

12.4 Message Screening

12.4.1 Bell Atlantic shall set message screening parameters so as to accept messages from MCI^m local or tandem switching systems destined to any signaling point in the Bell Atlantic SS7 network with which the MCI^m switching system has a legitimate signaling relation.

12.4.2 Bell Atlantic shall set message screening parameters so as to accept messages from MCI_m local or tandem switching systems destined to any signaling point or network interconnected to the Bell Atlantic SS7 network with which the MCI_m switching system has a legitimate signaling relation.

12.4.3 Bell Atlantic shall set message screening parameters so as to accept messages destined to an MCI_m local or tandem switching system from any signaling point or network interconnected to the Bell Atlantic SS7 network with which the MCI_m switching system has a legitimate signaling relation.

12.4.4 Bell Atlantic shall set message screening parameters so as to accept and send messages destined to an MCI_m SCP from any signaling point or network interconnected to the Bell Atlantic SS7 network with which the MCI_m SCP has a legitimate signaling relation, provided Bell Atlantic receives proper notification and agreement from the owner of such other networks.

12.5 STP Requirements

12.5.1 Bell Atlantic shall provide MTP and SCCP protocol interfaces in accordance with sections relevant to the MTP or SCCP in the following specifications:

12.5.1.1 Bellcore GR-905-CORE, Issue 1, March 1, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Network Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital Network User Part ("ISDNUP"), and

Section 13. Call Related Databases and AIN

13.1 Definition:

13.1.1 "Call Related Databases" are the Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call Related Databases include, but are not limited to: LIDB, Toll Free Number Database, and AIN databases.

13.1.2 A Service Control Point ("SCP") is a specific type of database Network Element deployed in a Signaling System 7 ("SS7") network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

13.2 Technical Requirements for Call Related Databases

Requirements for Call Related Databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All Call Related Databases shall be provided to MCI in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections 13.3 through 13.5:

13.2.1 Bell Atlantic shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 12 of this Attachment, with TCAP as the application layer protocol.

13.2.2 Bell Atlantic shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols (e.g., 56 Kb TCP/IP).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 12 of this Attachment (which applies to both SS7 and non-SS7 interfaces).

13.2.4 Call Related Database functionality shall be available at Parity. If, based on information available through the process set forth in Section 3, MCI believes the functionality is inadequate to meet its needs, it may initiate a BFR.

13.2.5 Bell Atlantic shall complete database transactions (i.e., add, modify, delete) for MCI subscriber records stored in Bell Atlantic databases at Parity.

13.2.6 Bell Atlantic shall provide database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of Bell Atlantic network affecting events, testing).

13.2.7 Bell Atlantic shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements for Call Related Databases as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

13.2.8 Bell Atlantic shall provide Call Related Databases in accordance with the physical security requirements specified in this Agreement.

13.2.9 Bell Atlantic shall provide Call Related Databases in accordance with the logical security requirements specified in this Agreement.

13.3 Line Information Database ("LIDB")

This Subsection 13.3 defines and sets forth additional requirements for the Line Information Database. This Subsection 13.3 supplements the requirements of Subsection 13.2 and 13.5.

13.3.1 Definition:

LIDB is a transaction-oriented database accessible through CCS networks. It contains records associated with subscriber line numbers and special billing numbers (in accordance with the requirements in the technical reference in GR-1158-CORE OSSGR, Section 22.3). LIDB accepts queries from other Network Elements, or MCI's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Bell Atlantic CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Bell Atlantic work centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.3.2 Technical Requirements

13.3.2.1 Prior to the availability of a long-term solution for NP, Bell Atlantic shall enable MCI to store in Bell Atlantic's LIDB any subscriber line number or special billing number record, (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3) whether ported or not, for which the NPA-NXX or NXX-0/1XX group is supported by that LIDB.

13.3.2.2 Prior to the availability of a long-term solution for NP, Bell Atlantic shall enable MCI to store in Bell Atlantic's LIDB any subscriber line number or special billing number (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3) record, whether ported or not, and NPA-NXX and NXX-0/1XX Group Records, belonging to an NPA-NXX or NXX-0-1 XX assigned to MCI.

13.3.2.3 Subsequent to the availability of a long-term solution for NP, Bell Atlantic shall enable MCI to store in Bell Atlantic's LIDB any subscriber line number or special billing number (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3) record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.

13.3.2.4 Bell Atlantic shall perform the following LIDB functions (*i.e.*, processing of the following query types as defined in the technical reference in GR-1158-CORE OSSGR, Section 22.3) for MCI's subscriber records in LIDB:

13.3.2.4.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and

13.3.2.4.2 Calling card validation.

13.3.2.5 Bell Atlantic shall process MCI's subscriber records in LIDB at least at Parity with Bell Atlantic subscriber records, with respect to other LIDB functions (as defined in the technical reference in GR-1158-CORE OSSGR, Section 22.3). Bell Atlantic shall indicate to MCI what additional functions (if any) are performed by LIDB in Bell Atlantic's network.

13.3.2.6 Within two (2) weeks after a request by MCI, Bell Atlantic shall provide MCI with a list of the subscriber data items which MCI would have to provide in order to support billed number screening and calling card validation. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

13.3.2.7 Bell Atlantic shall provide LIDB systems with rates of operating deficiencies at Parity. If, based on information available through the process set forth in Section 3, MCI believes that the rate of deficiencies is inadequate to meet its needs, it may initiate a BFR.

13.3.2.8 Bell Atlantic shall provide MCI with the capability to provision (*e.g.*, to add, update, and delete) NPA-NXX and NXX-0-1XX group records, and line number and special billing number records, associated with MCI subscribers, directly into Bell Atlantic's LIDB provisioning process.

13.3.2.9 As directed by MCI or the new local service provider, in the event that end user subscribers change their local service provider, Bell Atlantic shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB), as mutually agreed by the Parties, so that such subscribers shall not experience any interruption of service, except for any interruption associated with a LIDB-only service order transaction at Parity.

13.3.2.10 All additions and updates of MCIIm data to the LIDB shall be solely at the direction of MCIIm. Bell Atlantic will process orders from other CLECs or from Bell Atlantic for subscribers that choose to migrate from MCIIm to another provider.

13.3.2.11 Bell Atlantic shall provide priority updates to LIDB for MCIIm data upon MCIIm's request (e.g., to support fraud protection) at Parity.

13.3.2.12 Bell Atlantic shall accept queries to LIDB associated with MCIIm subscriber records, and shall return responses in accordance with the requirements of this Section 13.

13.4 Toll Free Number Database

The "Toll Free Number Database" is an SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional features during call set-up in response to queries from SSPs. This Subsection 13.4 supplements the requirements of Subsection 13.2 and 13.5. Bell Atlantic shall provide the Toll Free Number Database in accordance with the following:

13.4.1 Technical Requirements

13.4.1.1 Bell Atlantic shall make the Bell Atlantic Toll Free Number Database available for MCIIm to query, from MCIIm's designated switch including Local Switching, with a toll-free number and originating information.

13.4.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Bell Atlantic switch.

13.4.2 Interface Requirements

The signaling interface between the MCIIm or other local switch and the Toll Free Number Database shall use the TCAP protocol as specified in Part A, Section 15 (Technical References), together with the signaling network interface as specified in Part A, Section 15 (Technical References)

13.5 Advanced Intelligent Network ("AIN") Access, Service Creation Environment and Service Management System ("SCE/SMS") Advanced Intelligent Network Access

13.5.1 Bell Atlantic shall provide access to any and all Bell Atlantic service applications resident in Bell Atlantic's SCP. Such access may be from MCI's switch or Bell Atlantic's unbundled local switch.

13.5.2 SCE/SMS AIN access shall provide MCI the ability to create service applications in the Bell Atlantic SCE and deploy those applications via the Bell Atlantic SMS to the Bell Atlantic SCP. This interconnection arrangement shall provide MCI access to the Bell Atlantic development environment in a manner at least at Parity with Bell Atlantic's ability to deliver its own AIN-based services. SCE/SMS AIN Access is the creation and provisioning of AIN services in the Bell Atlantic network. See Figure 5 below.

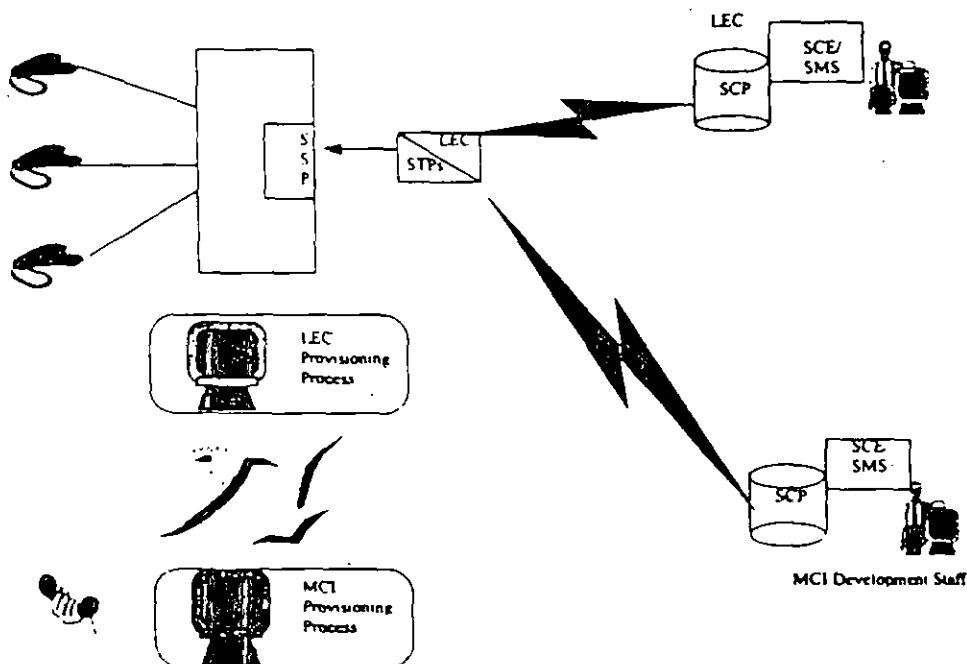


Figure 5

13.5.3 Bell Atlantic shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCI. Scheduling of SCE resources shall allow MCI at least equal priority to Bell Atlantic.

13.5.4 The Bell Atlantic SCE/SMS shall allow for multi-user access. Source code (i.e., AIN service applications and process flow design developed by an MCI service designer/creator to provide AIN based services) management and other logical security functions will be provided.

13.5.5 Bell Atlantic shall provide reasonable protection to MCIIm service logic and data from unauthorized access, execution or other types of compromise.

13.5.6 Bell Atlantic or a designated vendor shall provide for service creation training, documentation, and technical support of MCIIm development staff at Parity with that provided to Bell Atlantic's own development staff. Training sessions shall be "suitcased" to MCIIm facilities or delivered at Bell Atlantic facilities at MCIIm's cost, at MCIIm's discretion, subject to vendor's requirements.

13.5.7 When MCIIm selects SCE/SMS AIN access, Bell Atlantic shall provide for a secure, controlled access environment on-site as well as via remote data connections (*i.e.*, ISDN circuit switched data).

13.5.8 When MCIIm selects SCE/SMS AIN access, Bell Atlantic shall allow MCIIm to transfer data forms and/or tables to the Bell Atlantic SCP via the Bell Atlantic SMS (*e.g.*, service customization and subscriber subscription) in a manner consistent with how Bell Atlantic provides that capability to itself.

13.5.9 When MCIIm selects SCE/SMS AIN access for providing services on MCIIm's network, the Parties will work cooperatively to resolve technical and provisioning issues.

Section 14. Tandem Switching

14.1 Definition:

14.1.1 Tandem Switching includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in tandem switches. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Bell Atlantic access tandem switch for the purpose of routing a call or calls.

14.2 Technical Requirements

14.2.1 Tandem Switching shall provide:

14.2.1.1 Signaling to establish a tandem connection:

14.2.1.2 Screening and routing at Parity;

14.2.1.3 To the extent Technically Feasible and at Parity, Tandem Switching shall provide recording of billable events:

14.2.1.4 Tandem Switching shall provide AIN triggers supporting AIN features at Parity with its provision of such triggers for Bell Atlantic subscribers;

14.2.1.5 Bell Atlantic's Tandem Switching shall provide access to toll free and Number Portability databases in the same manner as it provides such access to itself and its Bell Atlantic subscribers;

14.2.1.6 Tandem Switching shall provide all trunk interconnections, where available, in Bell Atlantic's access tandems; and

14.2.1.7 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, IXCs, ITCs, CAPs and CLEC switches that subtend/interconnect at the same tandem.

14.2.2 Tandem Switching shall provide local tandeming functionality between two End Offices that subtend/interconnect at the same tandem, including two offices belonging to different CLECs (e.g., between an MCI end office and the end office of another CLEC).

14.2.3 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed on SS7 trunk groups at Parity. Additional signaling information and requirements are provided in Section 12.

14.2.4 Bell Atlantic shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections at Parity with its performance of such testing for its own subscriber services. When commonly available, the results of the testing shall be made immediately available to MCI.

14.2.5 Tandem Switching shall control congestion using capabilities such as automatic congestion control and network routing overflow. Congestion control provided or imposed on MCI traffic shall be at Parity with controls being provided or imposed on Bell Atlantic traffic for itself and its subscribers.

14.2.6 Tandem Switching shall route calls to Bell Atlantic or MCI endpoints or platforms for which Tandem Switching is provided. For Tandem Switching with unbundled Common Transport, call routing including overflow is accomplished as Bell Atlantic's network normally routes the calls. For Tandem Switching with unbundled Dedicated Transport, specific routing may be requested through the BFR process.

14.2.7 Tandem Switching shall process originating toll-free traffic received from an MCI local switch.

14.2.8 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities at Parity with Bell Atlantic's provision of these capabilities for its own subscribers under the same circumstances when these capabilities are not available from Local Switching.

14.2.9 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

14.3 Interface Requirements

14.3.1 Tandem Switching shall interconnect, with direct trunks, to all carriers with which Bell Atlantic interconnects.

14.3.1.1 Transit traffic that is originated by an ITC or wireless carrier shall be settled in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit H. Meet-Point Billing compensation arrangements as described in Section 3 of Attachment VIII shall be utilized for compensation for the joint handling of toll traffic.

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

14.3.1.3 Transit traffic to and from MCI_m shall be routed over the traffic exchange trunks.

14.3.2 Bell Atlantic shall provide signaling necessary to provide Tandem Switching with feature functionality impacts and effects at Parity.

Section 15. Additional Requirements

This Section 15 of Attachment III sets forth the additional requirements for Network Elements which Bell Atlantic agrees to offer to MCI_m under this Agreement.

15.1 Cooperative Testing

15.1.1 Definition:

"Cooperative Testing" means that both Bell Atlantic and MCI shall cooperate with reasonable requests from the other to (i) ensure that the Network Elements and ancillary functions and additional requirements being provided to MCI by Bell Atlantic are in compliance with the requirements of this Agreement, (ii) test the overall functionality of various Network Elements and ancillary functions provided by Bell Atlantic to MCI in Combination with each other or in Combination with other equipment and facilities provided by MCI or third-parties, (iii) test the overall functionality of services provided by third-parties involving or combining Network Elements provided by Bell Atlantic and services provided by MCI, and (iv) ensure that billing data can be provided to MCI and Bell Atlantic.

15.1.2 Requirements

Within forty-five (45) days after the Effective Date of this Agreement, MCI and Bell Atlantic will agree upon a process to resolve technical issues relating to interconnection of MCI's network to Bell Atlantic's network and Network Elements and ancillary functions. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each Party's management. If MCI and Bell Atlantic do not reach agreement on such a process within forty-five (45) days, any issues that have not been resolved by the Parties with respect to such process shall be submitted to the procedures set forth in Part A, Section 24 (Dispute Resolution Procedures) of this Agreement unless both Parties agree to extend the time to reach agreement on such issues.

15.1.2.1 Where mutually agreed (*e.g.*, POT bays in the common area associated with physical Collocation), Bell Atlantic shall provide MCI access for testing MCI facilities at interfaces between a Bell Atlantic Network Element, or at interfaces between a Bell Atlantic Combination, and MCI equipment or facilities. This access shall be available seven (7) days per week, twenty-four (24) hours per day.

15.1.2.2 When mutually agreed, Bell Atlantic shall temporarily provision MCI designated Local Switching features (*e.g.*, customized routing) for testing. MCI and Bell Atlantic shall mutually agree on the procedures to be established between Bell Atlantic and MCI to expedite such provisioning processes for feature testing.

15.1.2.3 Upon reasonable request, Bell Atlantic and MCI shall provide technical staff to meet with each other to provide required support for Cooperative Testing.

15.1.2.4 Dedicated Transport and ULL may experience alarm conditions due to in-progress tests. When an entire Bell Atlantic facility is dedicated to MCI services, Bell Atlantic shall not remove such facility from service without obtaining MCI's prior approval.

15.1.2.5 Bell Atlantic shall provide to MCI electronic access to 105 type responders, 100-type test lines, or 102-type test lines associated with any circuits under test.

15.1.2.6 MCI and Bell Atlantic shall endeavor to complete Cooperative Testing as stated in Attachment VIII.

15.1.2.7 MCI may accept or reject the Network Element ordered by MCI if, upon completion of cooperative acceptance testing, the tested Network Element does not meet the requirements stated in applicable technical references included in Appendix 1 (Technical Reference Schedule) of Part A.

15.2 Protection, Restoration, and Disaster Recovery

15.2.1 Scope

This Section refers specifically to requirements on the use of redundant network equipment and facilities for protection, restoration, and disaster recovery.

15.2.2 Requirements

15.2.2.1 Bell Atlantic shall provide protection, restoration, and disaster recovery capabilities at Parity with those capabilities provided for their own services, facilities and equipment (e.g., equivalent circuit pack protection ratios, facility protection ratios).

15.2.2.2 Bell Atlantic shall provide Network Elements equal priority in protection, restoration, and disaster recovery as provided to their own services, facilities and equipment.

15.2.2.3 Bell Atlantic shall provide Network Elements equal priority in the use of spare equipment and facilities as provided to their own services, facilities and equipment.

15.2.2.4 Bell Atlantic shall restore Network Elements which are specific to MCI end user subscribers on a priority basis as MCI may designate at Parity.

15.3 Synchronization

15.3.1 Definition:

"Synchronization" is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

15.3.2 Technical Requirements

The following requirements are applicable to the case where Bell Atlantic provides synchronization services to equipment that MCI owns and operates within a Bell Atlantic location. In addition, these requirements apply to synchronous equipment that is owned by Bell Atlantic and is used to provide a Network Element to MCI. Synchronization services by Bell Atlantic shall be subject to rates and charges to be determined.

15.3.2.1 The synchronization of clocks within digital networks is divided into two parts: intra-building and inter-building. Within a building, a single clock is designated as the building integrated timing supply ("BITS"), which provides all of the DS1 and DS0 synchronization references required by other clocks in such building. This is referred to as intra-building synchronization. The BITS receives synchronization references from remotely located BITS. Synchronization of BITS between buildings is referred to as inter-building synchronization.

15.3.2.2 To implement a network synchronization plan, clocks within digital networks are divided into four stratum levels. All clocks in strata 2, 3, and 4 are synchronized to a stratum 1 clock, that is, they are traceable to a stratum 1 clock. A traceable reference is a reference that can be traced back through some number of clocks to a stratum 1 source. Clocks in different strata are distinguished by their free running accuracy or by their stability during trouble conditions such as the loss of all synchronization references.

15.3.2.2.1 Intra-Building

15.3.2.2.1.1 Within a building, there may be different kinds of equipment that require synchronization at the DS1 and DS0 rates. Synchronization at the DS1 rate is accomplished by the frequency synchronizing presence of buffer stores at various DS1 transmission interfaces. Synchronization at the DS0 rate is accomplished by using a composite clock signal that phase synchronizes the clocks. Equipment requiring DS0 synchronization frequently does not have adequate buffer storage to accommodate the phase variations among different equipment. Control of phase variations to an acceptable level is accomplished by externally timing all interconnecting DS0 circuits to a single clock source and by limiting the interconnection of DS0 equipment to less than 1,500 cable feet. Therefore, a BITS shall provide DS1 and composite clock signals when the appropriate composite signal is a 64-kHz 5/8th duty cycle, return to zero with a bipolar violation every eighth pulse ("B8RZ").

15.3.2.2.2 Inter-Building

15.3.2.2.2.1 Bell Atlantic shall provide inter-building synchronization at the DS1 rate, and the BITS shall accept the primary and secondary synchronization links from BITS in other buildings. From hierarchical considerations, the BITS shall be the highest stratum clock within the building and Bell Atlantic shall provide operations capabilities (this includes, but is not limited to: synchronization reference provisioning; synchronization reference status inquiries; timing mode status inquiries; and alarm conditions).

15.3.3 Synchronization Distribution Requirements

15.3.3.1 Central Office BITS shall contain redundant clocks meeting or exceeding the requirements for a stratum 3 enhanced clock as specified in ANSI T1.101-1994 and Bellcore *GR-1244 Clocks for the Synchronized Network: Common Genetic Criteria*.

15.3.3.2 Central Office BITS shall be powered by primary and backup power sources.

15.3.3.3 If both reference inputs to the BITS are interrupted or in a degraded mode (meaning off frequency greater than twice the minimum accuracy of the BITS, loss of frame, excessive bit errors, or in alarm indication signal), then the stratum clock in the BITS shall provide the necessary bridge in timing to allow the network to operate without a frame repetition or deletion (slip free) with better performance than 1 frame repetition or deletion (slip) per week.

15.3.3.4 DSIs multiplexed into a SONET synchronous payload envelope within an STS-n (where n is defined in ANSI T1.105-1995) signal shall not be used as reference facilities for network synchronization.

15.3.3.5 The total number of Network Elements cascaded from the stratum 1 source shall be minimized.

15.3.3.6 A Network Element shall receive the synchronization reference signal only from another Network Element that contains a clock of equivalent or superior quality (stratum level).

15.3.3.7 Bell Atlantic shall select for synchronization those facilities shown to have the greatest degree of availability (absence of outages).

15.3.3.8 Where possible, all primary and secondary synchronization facilities shall be physically diverse (this means the maximum feasible physical separation of synchronization equipment and cabling).

15.3.3.9 No timing loops shall be formed in any combination of primary and secondary facilities.

15.3.3.10 An operations support system ("OSS") shall continuously monitor the BITS for synchronization related failures or degradation.

15.3.3.11 An OSS shall continuously monitor all equipment transporting synchronization facilities for synchronization related failures or degradation.

15.3.3.12 For non-SONET equipment, Bell Atlantic shall provide synchronization facilities which, at a minimum, comply with the standards set forth in ANSI T1.101-1994.

15.3.3.13 All equipment approved for deployment in Bell Atlantic's network shall meet Bellcore GR-253 and GR-1244 requirements.

Section 16. Basic 911 and E911

See Attachment VIII, Section 6.1.1.

Section 17. Directory Assistance Data

See Attachment VIII, Section 6.1.7.

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ATTACHMENT VI

Rights of Way, Conduits, Pole Attachments

Introduction

This Attachment VI sets forth the terms and conditions applicable to MCI's access to Poles, Conduits and Rights of Way owned or controlled by Bell Atlantic pursuant to Section 224 of the Act.

Section 1. Definitions

As used solely in this Attachment VI, the following terms shall have the following meanings. All other terms defined in the Agreement, including Part B, shall continue to apply within this Attachment.

1.1 Anchor

An assembly (rod and fixed object or plate) designed to resist the pull of a Guy Strand.

1.2 Conduit

A tube structure containing one or more Ducts or Innerducts used to house communication cables, that is owned by Bell Atlantic or with respect to which Bell Atlantic has the right to authorize the occupancy of MCI's Communications Facilities.

1.3 Conduit Occupancy

Occupancy of a Conduit System by any item of MCI's Communications Facilities.

1.4 Conduit Section

Conduit between two adjacent Manholes or between a Manhole and an adjacent Pole or other structure.

1.5 Conduit System

Any combination of Ducts, Innerducts, Conduits, and Manholes joined to form an integrated whole, including Central Office and other cable vaults (excluding controlled environmental vaults).

1.6 Duct/Innerduct

An enclosed raceway for communication facilities contained in a Conduit.

1.7 Guy Strand

A metal cable attached to a Pole and Anchor (or another structure) for the purpose of increasing Pole stability.

1.8 MCI_m's Communications Facilities

All facilities, including but not limited to cables, equipment and associated hardware, owned or utilized by MCI_m in providing communication services, which are attached to a Pole or occupy a Conduit or Right of Way.

1.9 Manhole

A subsurface enclosure used for the purpose of installing, operating and maintaining communications facilities, including handholes.

1.10 Make-Ready Work

All work, including but not limited to the rearrangement and/or transfer of Bell Atlantic's existing facilities and administering the rearrangement and/or transfer of the facilities of other licensees, replacement of a Pole, or other changes required to accommodate MCI_m's Communications Facilities on a Pole, or in a Conduit or Right of Way.

1.11 Pole

A Pole with respect to which Bell Atlantic owns or has the right to authorize the attachment of MCI_m's Communications Facilities.

1.12 Pole Attachment

Any item of MCI_m's Communications Facilities affixed to a Pole.

1.12.1 Horizontal attachment is for a single Pole Attachment associated with Pole to Pole construction.

1.12.2 Vertical attachment is for single Pole construction where MCI_m's facilities are affixed along the vertical axis of the Pole.

1.13 Prelicense Survey

All work, including field inspection and administrative processing, to determine the Make-Ready Work necessary to accommodate MCI_m's Communications Facilities on a Pole, or in a Conduit or Right of Way.

1.14 Right of Way

A right possessed by Bell Atlantic to use or pass over or under the land of another, with respect to which Bell Atlantic has the right to authorize the usage or passage of MCI's Communications Facilities over or through such land. Notwithstanding the foregoing, for the purposes of this Attachment VI, Right of Way shall also include real property owned by Bell Atlantic that contain Poles or Conduit or that would typically be used for such purposes.

Section 2. Scope of Licenses

2.1 Subject to the provisions of this Agreement, for license applications granted by Bell Atlantic in accordance with Section 7 below, Bell Atlantic hereby grants to MCI, for any lawful communications purpose, a nonexclusive license authorizing the attachment of MCI's Communications Facilities to Poles, or the placement of MCI's Communications Facilities in Bell Atlantic's Conduits or Rights of Way, as specified in the pertinent application.

2.2 No use, however extended, of Poles, Conduits and/or Rights of Way, or payment of any fees or charges required, under this Agreement, shall create or vest in MCI any easements or any other ownership of property rights of any nature in such Poles, Conduits and/or Rights of Way. MCI's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Bell Atlantic's rights to use the public or private property at locations of such Poles, Conduits, and/or Rights of Way.

2.3 Nothing contained in this Agreement shall limit Bell Atlantic's right to locate and maintain its Poles, Conduits and Rights of Way, and to operate its facilities in conjunction therewith, in such a manner as will best enable it to fulfill its own service requirements consistent with its obligations under Applicable Law.

2.4 Bell Atlantic shall grant MCI access to Poles, Conduits and/or Rights of Way at Parity and on a Non-Discriminatory basis, except as may be otherwise permitted under Applicable Law. In cases where Bell Atlantic does not have the right to authorize such access, Bell Atlantic shall reasonably cooperate with MCI in obtaining such permission subject to Bell Atlantic's right to provide a reasonable technical evaluation of the requirements for such access to the owner or other authorizing party. Nothing shall preclude MCI from obtaining any such additional authorization without requesting Bell Atlantic's cooperation. Upon reasonable request by MCI, Bell Atlantic will provide any documentation that is not confidential or privileged in its possession supporting a claim that it does not own or have authority to grant access to a given Right of Way.

Section 3. Fees and Charges

3.1 MCIIm is responsible for all fees and charges applicable in connection with the attachment of its Communications Facilities to a Pole, or occupancy of a Conduit or Right of Way, as specified in Appendix I to this Attachment VI and hereby made a part of this Agreement. Such fees and charges shall be in accordance with Section 224 of the Act.

3.2 Nonpayment of any amount due under this Attachment VI shall constitute a breach by MCIIm of this Agreement and shall be resolved in accordance with Part A, Section 21 (Default and Termination). Late payments shall be subject to fees as prescribed in Attachment VIII, Section 3.

3.3 At such time that MCIIm's "net worth" (as defined under generally accepted accounting principles, hereinafter "Net Worth") fails to exceed \$100,000,000, Bell Atlantic may require a bond in a form satisfactory to Bell Atlantic or other satisfactory evidence of financial security in such amount as Bell Atlantic from time to time may reasonably require to guarantee the performance of all MCIIm obligations hereunder. The amount of the bond or financial security shall not operate as a limitation upon the obligations of MCIIm hereunder; and if MCIIm furnishes a deposit of money pursuant to this section, such deposit may be held during the continuance of this Agreement at the option of Bell Atlantic as security for any and all amounts which are or may become due to Bell Atlantic under this Attachment VI.

3.4 On an annual basis, changes in the amount of the fees and charges specified in Appendix I may be made by Bell Atlantic upon at least sixty (60) days prior written notice to MCIIm in the form of a revised Appendix I, and MCIIm agrees to pay such changed fees and charges provided they are in accordance with Applicable Law. Notwithstanding any other provision of this Agreement, MCIIm may terminate the licenses entered into pursuant to Section 7 below at the end of such notice period if the change in fees and charges is not acceptable to MCIIm, by giving Bell Atlantic written notice of its election to terminate such licenses at least thirty (30) days prior to the end of such notice period.

Section 4. Advance Payments

4.1 At such time that MCIIm's Net Worth fails to exceed \$100,000,000, MCIIm shall be required to make an advance payment to Bell Atlantic prior to:

4.1.1 Any undertaking by Bell Atlantic of a Prelicense Survey or the administrative processing of such a survey in an amount sufficient to cover the estimated charges for completing the specific work operation required; and

4.1.2 Performance by Bell Atlantic of any Make-Ready Work required in an amount sufficient to cover the estimated charges for completing the required Make-Ready Work.

4.2 The amount of the advance payment required (Appendix II, Forms A-1, B-1 and B-4) will be credited against the payment due Bell Atlantic for performing the Preliminary Survey and/or Make-Ready Work.

4.3 Where the advance payment is less than the charge by Bell Atlantic for such work, MCIIm agrees to pay Bell Atlantic within thirty (30) days of receipt of the bill all sums due in excess of the amount of the advance deposit.

4.4 Where the advance payment exceeds the charge by Bell Atlantic for such work, Bell Atlantic shall refund the difference to MCIIm.

Section 5. Specifications

5.1 MCIIm's Communications Facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the Bellcore Manual of Construction Procedures ("Blue Book"), the National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the rules and regulations of the Occupational Safety and Health Act ("OSHA"), and regulations or directives of a governing authority having jurisdiction over such subject matter. Where a difference in specifications may exist, the more stringent shall apply.

5.2 MCIIm shall correct all material safety violations within ten (10) days from receipt of written notice from Bell Atlantic. MCIIm shall correct all other non-standard conditions within thirty (30) days from receipt of written notice from Bell Atlantic. If MCIIm does not correct any violation within the aforementioned time limits, Bell Atlantic may at its option correct said conditions at MCIIm's expense.

5.3 Notwithstanding Subsection 5.2 above, when conditions created by MCIIm's Communications Facilities pose an immediate threat to the safety of Bell Atlantic's employees or the public, interfere with the performance of Bell Atlantic's service obligations, or pose an immediate threat to the physical integrity of Bell Atlantic's facilities or structures, Bell Atlantic may perform such work and/or take such action as it deems necessary without first giving written notice to MCIIm. As soon as practicable thereafter, Bell Atlantic will advise MCIIm in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of MCIIm's facilities so affected. MCIIm shall pay Bell Atlantic for all reasonable costs incurred by Bell Atlantic in performing such work.

5.4 The failure of Bell Atlantic to notify MCIIm of violations or to correct violations pursuant to Subsections 5.2 or 5.3 shall not relieve MCIIm of its responsibility to place and maintain its facilities in a safe manner and condition in accordance with the terms of

this Attachment VI, and shall not relieve MCIIm of any liability imposed by this Agreement.

5.5 Bell Atlantic and MCIIm agree to resolve disputes arising under this Attachment VI as set forth in Section 24, Part A of this Agreement.

Section 6. Legal Requirements

6.1 If Bell Atlantic's authority to occupy a Pole, Conduit or Right of Way does not allow MCIIm to place its facilities thereon or therein without some additional authorization or government approval, MCIIm shall be responsible for obtaining from the appropriate public and/or private authority any such additional authorization to construct, operate and/or maintain its communication facilities on public and/or private property before it attaches its communication facilities to Poles, or occupies Conduit or Rights of Way, located on such public and/or private property. Evidence of MCIIm's having obtained such additional authority to so construct and maintain facilities shall be submitted forthwith upon demand.

6.2 No license granted under this Agreement shall extend to any Pole, Conduit or Right of Way where the attachment or placement of MCIIm's Communication Facilities would result in a forfeiture of rights of Bell Atlantic or its existing licensees to occupy the property on which such Poles, Conduits or Rights of Way are located. If the existence of MCIIm's Communication Facilities on a Pole, or in a Right of Way or Conduit, would cause a forfeiture of the right of Bell Atlantic or its existing licensees to occupy such property, Bell Atlantic shall promptly notify MCIIm in writing describing the circumstances of forfeiture with reasonable specificity. Bell Atlantic and MCIIm shall cooperate in taking reasonable and prompt action to avoid such forfeiture, which may include obtaining a stay or other equitable relief. If such actions are not successful prior to forfeiture becoming imminent, then MCIIm shall remove its Communications Facilities forthwith upon receipt of written notification from Bell Atlantic. In such case, and provided MCIIm's facilities were placed in space authorized by Bell Atlantic, Bell Atlantic shall reimburse MCIIm for the full costs of the Preliminary Survey and Make-Ready Work charges (if any, or if shared and paid by MCIIm, those charges solely attributable to MCIIm's facilities) paid by MCIIm to Bell Atlantic, plus the costs of removing MCIIm's Communications Facilities; provided that where all parties, including Bell Atlantic, must remove all communications facilities from the property, MCIIm shall remove its Communications Facilities without reimbursement by Bell Atlantic. If MCIIm fails to remove said Communication Facilities as provided above, Bell Atlantic may perform or have performed such removal after the expiration of ten (10) days after the receipt of said written notification without liability on the part of Bell Atlantic, and MCIIm agrees to pay Bell Atlantic or other licensees or both, the cost thereof and for all losses and damages that may result, including, but not limited to, relocation costs of Bell Atlantic's facilities.

Section 7. Issuance of Licenses

7.1 Before MCI shall attach to any Pole, or occupy any portion of a Conduit or Right of Way, MCI shall make written application for and have received written license from Bell Atlantic utilizing the following forms: Appendix II, Forms A-1 and A-2 and/or B-1 through B-3. Bell Atlantic shall follow the same process in attaching to, or occupying, such Poles, Conduits or Rights of Way.

7.2 Bell Atlantic shall process all completed license applications, including the performance of a Prelicense Survey, on a first-come, first-serve basis (including all license applications pertaining to itself) in accordance with the provisions of Sections 7 and 8 of this Attachment VI. Bell Atlantic shall make all access determinations in accordance with the requirements of Applicable Law, considering such factors as capacity, safety, reliability and general engineering considerations to the degree allowed by Section 224 of the Act, or, in the alternative, applicable state law. Bell Atlantic shall inform MCI in writing as to whether an application has been granted or denied (stating the reasons for such denial in reasonable detail) within forty-five (45) days after receipt of such application. Where an application involves an increase in capacity by Bell Atlantic, Bell Atlantic shall take reasonable steps to accommodate requests for access in accordance with Applicable Law, including making such determinations in the same manner as it would for itself. Before denying MCI access based on lack of capacity, Bell Atlantic shall explore potential accommodations in good faith with MCI. MCI shall bear the costs associated with any such expansion performed by Bell Atlantic in accordance with Applicable Law, provided that MCI shall be entitled to recover costs from subsequent licensees (including Bell Atlantic) that attach to or occupy such expanded capacity as provided by Applicable Law. Bell Atlantic shall provide reasonably detailed information on any environmental contamination or other environmental hazards of which it is aware for the specified route within twenty (20) days of the date of the application.

7.3 In order to facilitate MCI's completion of an application, Bell Atlantic shall make commercially reasonable efforts to, within ten (10) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, provide MCI such maps, plats or other relevant data reasonably necessary to complete the applications described above. All such materials and information shall be treated as Confidential Information by MCI in accordance with the provisions of Part A, Section 22. Such requests shall be processed by Bell Atlantic on a "first-come, first-serve" basis. Bell Atlantic shall also make commercially reasonable efforts to meet with or respond to MCI's inquiries regarding the information supplied to it under this Section 7.3 within five (5) business days following the receipt of such a request for a meeting or inquiry from MCI. Bell Atlantic shall also notify MCI of any environmental contamination or other environmental hazards of which it is aware that would make the placement of facilities within pathways specified by MCI hazardous.

7.4 License applications received by Bell Atlantic from two (2) or more applicants for the same Pole, Conduit Section or Right of Way will be processed by Bell Atlantic according to the order in which the applications are received by Bell Atlantic. Once any additional applicants file an application, Bell Atlantic shall use commercially reasonable efforts to, within twenty (20) days of receipt of the additional application, notify the additional applicant of the following: 1) that a previous application had been received for some or all of the same structures or property; 2) the name and address of the initial applicant; and 3) that the additional applicant may wish to share make ready costs with the initial applicant. The responsibility for arranging for the sharing of make ready costs shall be on the additional applicant. However, the responsibility for transmitting to Bell Atlantic any make ready changes resulting from the additional applicant shall be on the initial applicant, provided that the initial applicant is not obligated to share Make-Ready Work or make ready costs with any subsequent applicant, unless required by Applicable Law. Bell Atlantic shall bill the initial applicant for the entire cost of all work necessary to accommodate both the initial and additional applicants, pursuant to executed Form B-4, Appendix II.

7.5 If within twelve (12) months from the date a license is granted by Bell Atlantic, MCI shall not at a minimum have initiated material construction or similar activity related to its attachment or occupation. MCI's license for the applicable Poles, Conduits or Rights of Way shall automatically terminate and MCI shall remove any communications facilities installed as of such date in accordance with Section 9.10 of this Attachment VI. MCI and any other attacher or occupier (including Bell Atlantic) shall be liable for attachment or occupancy charges commencing on the date that the license is granted if no Make-Ready Work is required, or on the date that any required Make-Ready Work is completed.

7.6 Where Bell Atlantic has available ducts or inner ducts, Bell Atlantic shall make available ducts or inner ducts to MCI for MCI's use in accordance with Applicable Law. No more than one full-sized duct (or one full-sized and one inner duct if both copper and fiber cable are used in the Conduit) shall be assigned as an emergency duct in each Conduit Section. If Bell Atlantic or any other service provider, including MCI, utilizes the last unoccupied full-sized duct in the applicable cross-section, that provider shall promptly, at its expense, reestablish a clear, full-sized duct for emergency restoration or immediately upon the occurrence of an emergency requiring such space.

Section 8. Pre-License Survey and Make-Ready Work

8.1 When an application for attachment to, or occupation of, a Pole, Conduit or Right of Way is submitted by MCI, a Preliminary Survey will be required to determine the existing adequacy of such structures or property to accommodate MCI's Communication Facilities.

8.1.1 The field inspection portion of the Preliminary Survey, which requires the visual inspection of such structures or property, shall be performed by Bell

Atlantic (with participation by MCIIm at its option, for which Bell Atlantic shall provide at least twenty-four (24) hours advance notice). Bell Atlantic shall also perform the administrative processing portion of the Prelicense Survey which includes the processing of the application and the preparation of the Make-Ready Work orders (if necessary), including the notification of other attachers of Bell Atlantic's Make-Ready Work schedule and the provision to MCIIm of a list of such other attachers.

8.1.2 Bell Atlantic shall make commercially reasonable efforts to advise MCIIm in writing of the estimated charges that will apply for its Prelicense Survey work as soon as practicable after receipt of MCIIm's application but no later than ten (10) days from receipt thereof. Bell Atlantic shall receive written authorization from MCIIm before undertaking such work (Appendix II, Form B-1). Alternatively, MCIIm may pay Bell Atlantic the estimated charges that will apply for a Prelicense Survey with its submission of an application provided that Bell Atlantic has advised MCIIm that standard estimated charges exist for the type of application that is being submitted.

8.2 In the event Bell Atlantic determines that a Pole, Conduit or Right of Way which MCIIm desires to utilize is inadequate or otherwise needs rearrangement or expansion of the existing structures or property to accommodate MCIIm's Communication Facilities, Bell Atlantic will advise MCIIm in writing of the estimated Make-Ready Work charges that would apply to any modifications or expansions of capacity that Bell Atlantic proposes to undertake (Appendix II, Form B-4). The estimated Make-Ready Work charges and completion date shall be given to MCIIm at the time that the application is accepted and access is granted. Bell Atlantic shall complete the steps described in paragraphs 8.1 through 8.2 within forty-five (45) days of the date the application is submitted, excluding the time taken by MCIIm to respond to Bell Atlantic's proposals in paragraph 8.1.2, if applicable.

8.3 MCIIm shall have thirty (30) days after the receipt of said Form B-4 to indicate its written authorization for completion of the required Make-Ready Work and acceptance of the resulting charges. If during such period MCIIm presents Bell Atlantic with a proposal from a Bell Atlantic-authorized subcontractor to complete such Make-Ready Work at a cost and/or time that is materially less than that estimated by Bell Atlantic, Bell Atlantic agrees to use such subcontractor to perform the Make-Ready Work. Bell Atlantic shall use commercially reasonable efforts to provide written notice to existing attachers or occupiers of the affected structures or property of the proposed Make-Ready Work within ten (10) days after receipt of MCIIm's authorization to perform such work. Such attachers or occupiers will be given sixty (60) days after such notice to indicate whether they desire to participate in the proposed modification or expansion.

8.4 If approved by MCIIm, Make-Ready Work will be initiated by Bell Atlantic no earlier than sixty (60) days after notice to existing attachers or occupiers, and Bell Atlantic shall use commercially reasonable efforts to complete such work as soon as practicable

thereafter, depending upon the size of the job and the cooperation of necessary third parties. MCI shall pay Bell Atlantic for all Make-Ready Work performed by it in accordance with the provisions of this Agreement, and make arrangements with attachers or occupiers participating in the modification or expansion (including Bell Atlantic, if applicable), and with future attachers or occupiers who benefit from the modification or expansion, to reimburse MCI for their share of the make ready costs as required by Applicable Law.

Section 9. Construction, Maintenance and Removal of Communications Facilities

9.1 MCI shall, at its own expense, construct and maintain its Communications Facilities on Poles or in Conduits or Rights of Way covered by this Attachment VI, in a safe condition and in a manner acceptable to Bell Atlantic, so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by Bell Atlantic or other authorized licensees.

9.2 Bell Atlantic shall specify the point of attachment on each Pole to be occupied by MCI's Communications Facilities. Where communications facilities of more than one licensee are involved, Bell Atlantic will attempt, to the extent practical, to designate the same relative position on each Pole for MCI's Communications Facilities.

9.3 Subject to Section 9.10 of this Attachment VI, MCI shall secure Bell Atlantic's written consent, not to be unreasonably withheld or delayed, before adding to, relocating, replacing or otherwise modifying its facilities attached to a Pole where additional space or holding capacity may be required on either a temporary or permanent basis. No such modifications shall be made by MCI that would affect the placement or operations of attachments of Bell Atlantic or existing licensees, except through application to Bell Atlantic in accordance with the provisions of Sections 7 and 8 of this Attachment VI.

9.4 MCI must obtain prior written authorization from Bell Atlantic approving the work and the party performing such work before MCI shall install, remove, or provide maintenance of its Communications Facilities in any of Bell Atlantic's Conduit Systems. Bell Atlantic shall not withhold such authorization without good cause.

9.5 In each instance where MCI's Communications Facilities are to be placed in Bell Atlantic's Conduits, MCI and Bell Atlantic shall discuss the placement of MCI's Communications Facilities. Bell Atlantic shall designate the particular Duct(s) to be occupied, the location and manner in which MCI's Communications Facilities will enter and exit Bell Atlantic's Conduit System, and the specific location and manner of installation for any associated equipment which is permitted by Bell Atlantic to occupy the Conduit System. Bell Atlantic will attempt, to the extent practicable and consistent with its non-discrimination obligations, to designate the same relative position in each Conduit bank for each MCI facility.

9.6 Whenever Bell Atlantic intends to modify or alter any Poles, Conduits or Rights of Way which contain MCI's facilities, Bell Atlantic shall provide written notification to MCI at least sixty (60) days prior to taking such action so that MCI may have a reasonable opportunity to add to or modify MCI's facilities. If MCI adds to or modifies MCI's facilities according to this paragraph, MCI shall bear a proportionate share of the costs incurred by Bell Atlantic in making such facilities accessible in accordance with Applicable Law.

9.7 MCI shall be notified in writing at least sixty (60) days prior to any modification that will result in the rearrangement or replacement of its facilities. Subject to Section 9.6 above, MCI shall not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCI, including Bell Atlantic. MCI agrees to make such rearrangements or replacements that are reasonably requested by Bell Atlantic to accommodate the attachment or placement of the facilities of other licensees on the applicable structures.

9.8 Bell Atlantic shall not attach, nor permit other entities to attach facilities on, within or overlashed to existing MCI facilities without MCI's prior written consent.

9.9 Bell Atlantic's Manholes shall be opened only as permitted by Bell Atlantic's authorized employees or agents. MCI shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes and conduct work operations therein. Except in emergency situations provided that MCI makes reasonable efforts to give prior notice to Bell Atlantic, MCI's employees, agents or contractors will be permitted to enter or work in Bell Atlantic's Manholes only when an authorized employee or agent of Bell Atlantic is present or prior written authorization waiving this requirement is granted by the Bell Atlantic. Bell Atlantic's said employee or agent shall have the authority to suspend MCI's work operations in and around Bell Atlantic's Manholes if, in the reasonable judgment of said employee or agent any hazardous conditions arise or any unsafe practices are being followed by MCI's employees, agents, or contractors. MCI agrees to pay Bell Atlantic the charges, as determined in accordance with the terms and conditions of Appendix I of this Attachment VI, for having one Bell Atlantic employee or agent present when MCI's work is being done in and around Bell Atlantic's Manholes. The presence of Bell Atlantic's authorized employee or agent shall not relieve MCI of its responsibility to conduct all of its work operations in and around Bell Atlantic's Manholes in a safe and workman-like manner, in accordance with the terms of this Agreement.

9.10 Bell Atlantic shall maintain its Poles, Conduits and Rights of Way without additional charge to MCI beyond the charges provided for in this Attachment VI. MCI shall maintain its own facilities installed on or within Bell Atlantic's Poles, Conduits and Rights of Way at its sole cost. In the event of an emergency, Bell Atlantic shall use commercially reasonable efforts to begin repair of its structures containing MCI's facilities within two (2) hours of notification by MCI. If Bell Atlantic cannot

begin repair within such two (2) hour period, MCI may, using qualified personnel and reasonable care, begin such repairs without the presence of Bell Atlantic personnel. MCI may climb Poles and enter the Manholes, handholes, Conduits and equipment spaces containing Bell Atlantic's facilities in order to perform such emergency maintenance, but only until such time as qualified personnel of Bell Atlantic arrives ready to continue such repairs. For emergency and non-emergency repairs, MCI may use spare Innerduct or Conduits, including the Innerduct or Conduit designated by Bell Atlantic as emergency spare for maintenance purposes; however, MCI may only use such spare Conduit or Innerduct until its repairs are completed but in no event for a period of greater than ninety (90) days, and shall terminate any non-emergency use immediately upon notification of an emergency warranting the use of such spare by Bell Atlantic or other licensees. The Parties agree to cooperate with one another with respect to the use of spare Innerduct or Conduit during any emergency affecting MCI, Bell Atlantic or other licensees.

9.11 Upon reasonable request, Bell Atlantic will provide MCI with space in its Manholes for racking and storage of cable and other materials of the type that Bell Atlantic stores in its Manholes.

9.12 MCI, contracting with Bell Atlantic or a contractor approved by Bell Atlantic, shall be permitted to add Conduit parts to Bell Atlantic's manholes or to add branches to Conduits when existing Conduits do not provide the connectivity required by MCI, provided that the structural integrity of the manhole is maintained and sound engineering judgment is employed.

9.13 If practicable and if additional space is required, Bell Atlantic shall within a reasonable period of time remove any retired cable from Poles or Conduit Systems to allow for the efficient use of Poles or Conduit space. Bell Atlantic will give MCI prior notice of its cable removal effort and MCI may have a representative present.

9.14 MCI, at its expense, will remove its Communications Facilities from Poles, Conduits or Rights of Way within sixty (60) days after:

9.14.1 Termination of the license covering such attachment or Conduit Occupancy in accordance with the terms of this Agreement; or

9.14.2 The date MCI replaces its existing facilities on a Pole with the placement of substitute facilities on the same Pole or another Pole or replaces its existing facilities in one Duct with the placement of substitute facilities in another Duct.

9.15 MCI shall remain liable for, and pay to Bell Atlantic, all fees and charges pursuant to provisions of this Agreement until all of MCI's facilities are physically removed from such Poles, Conduits or Rights of Way. If MCI fails to remove its facilities within the specified period, Bell Atlantic shall have the right to remove such

facilities at MCIIm's expense and without any liability on the part of Bell Atlantic for damage to such facilities unless caused by the negligent or intentional acts of Bell Atlantic.

9.16 When MCIIm's Communications Facilities are removed from a Pole, Conduit or Right of Way, no reattachment to the same Pole, or occupancy of Conduits or Rights of Way, shall be made until:

9.16.1 MCIIm has first complied with all of the provisions of this Agreement as though no such Pole Attachment or Conduit or Right of Way occupancy had previously been made; and

9.16.2 All outstanding charges due Bell Atlantic for such previous attachment and/or occupancy have been paid in full.

9.17 MCIIm shall advise Bell Atlantic in writing as to the date on which the removal of its Communications Facilities from each Pole, Conduit or Right of Way has been completed.

Section 10. Termination of Licenses

10.1 Any license issued under this Agreement shall automatically terminate when MCIIm ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole, Conduit or Right of Way covered by the license, but shall automatically revive for the balance of any unexpired term upon restoration of such authority within six (6) months of cessation thereof provided MCIIm pays all applicable charges in the interim period. Notwithstanding the foregoing, MCIIm shall be allowed to seek a stay or other equitable relief in order to prevent such automatic termination.

10.2 MCIIm may at any time terminate its license with respect to the attachment to a Pole, or occupancy of a Conduit or Right of Way, and remove its communications facilities by giving Bell Atlantic written notice of such intention (Appendix II, Forms C & D). Once MCIIm's Communications Facilities have been removed they shall not be reattached to such Pole, or occupy the same portion of such Conduit System or Right of Way, until MCIIm has complied with all provisions of this Agreement as though no previous license has been issued.

Section 11. Inspection of Licensee's Communications Facilities

11.1 Bell Atlantic reserves the right to make reasonable periodic inspections of any part of MCIIm's Communications Facilities attached to Poles, or occupying Bell Atlantic's Conduits or Rights of Way, to confirm adherence to the provisions of this Attachment VI.

11.2 Bell Atlantic will give MCIIm advance written notice of such inspections, except in those instances where Bell Atlantic determines that safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to MCIIm. In such cases and if practicable, Bell Atlantic shall provide telephonic notice to MCIIm.

11.3 The making of periodic inspections or the failure to do so shall not operate to impose upon Bell Atlantic any liability of any kind whatsoever nor relieve MCIIm of any responsibility, obligations or liability assumed under this Agreement.

Section 12. Unauthorized Attachment, Utilization or Occupancy

12.1 If any of MCIIm's Communications Facilities shall be found attached to Poles, or occupying Conduit or Right of Way, for which no license has been granted, Bell Atlantic without prejudice to its other rights or remedies under this Agreement may require MCIIm to submit an application pursuant to Section 7 of this Attachment within sixty (60) days after receipt of written notification from Bell Atlantic of the unauthorized attachment or occupancy. If such application is not received by Bell Atlantic within the specified time period, MCIIm may be required to remove its unauthorized attachment or occupancy, or Bell Atlantic may, at Bell Atlantic's option, remove MCIIm's facilities at MCIIm's sole expense and risk and without liability to Bell Atlantic. In addition, MCIIm shall pay any unauthorized attachment or occupancy charge as specified in Appendix I of this Attachment.

12.2 No act or failure to act by Bell Atlantic with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Bell Atlantic of any of its rights or privileges under this Agreement or otherwise; provided, however, that MCIIm shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

Section 13. Security Interest

At such time that MCIIm's Net Worth fails to exceed \$100,000,000, MCIIm shall grant Bell Atlantic a security interest in all of MCIIm's Communications Facilities now or hereafter attached to Poles, or placed in Conduit Systems or Rights of Way pursuant to this Agreement, and MCIIm agrees to perform all acts necessary to perfect Bell Atlantic's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of MCIIm's loan agreements and debentures preclude the grant of liens or security interests to Bell Atlantic, MCIIm shall grant to Bell Atlantic, upon Bell Atlantic's request, other permissible assurance of security for performance, satisfactory to Bell Atlantic, to cover any amounts due Bell Atlantic under this Agreement. Nothing in this Section shall operate to prevent Bell Atlantic from pursuing, at its option, any other remedies under this Agreement or in law or equity, including public or private sale of facilities under security interest or lien.

Section 14. Liability and Damages

14.1 Bell Atlantic shall exercise reasonable caution to avoid damaging MCI_m Communications Facilities and shall make an immediate report to MCI_m of the occurrence of any such damage caused by its employees, agents or contractors, and Bell Atlantic assumes all responsibility for any and all direct loss from such damage caused by Bell Atlantic's employees, agents or contractors. Bell Atlantic shall not be liable to MCI_m for any interruption of MCI_m's service or for interference with the operation of MCI_m's Communications Facilities.

14.2 MCI_m shall exercise reasonable caution to avoid damaging the facilities of Bell Atlantic and of others attached to Poles, or occupying Conduits or Rights of Way, and shall make an immediate report to the owner of facilities so damaged and MCI_m assumes all responsibility for any and all direct loss from such damage caused by MCI_m's employees, agents or contractors. MCI_m shall not be liable to Bell Atlantic for any interruption of Bell Atlantic's service or for interference with the operation of Bell Atlantic's communications facilities.

14.3 MCI_m shall promptly advise Bell Atlantic of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of MCI_m's facilities. Copies of all accident reports and statements made to MCI_m's insurer by MCI_m or others shall be furnished promptly to Bell Atlantic. Similarly, Bell Atlantic shall promptly advise MCI_m of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of Bell Atlantic's facilities where MCI_m Communication Facilities are involved in such claim. Copies of all related accident reports and statements made to Bell Atlantic's insurer by Bell Atlantic or others shall be furnished promptly to MCI_m.

14.4 Except as expressly provided in this Attachment VI, the Parties indemnification and liability obligations with respect to the use of Poles, Conduits and Rights of Way shall be as provided for in Part A of the Agreement.

Section 15. Insurance

15.1 MCI_m shall obtain and maintain insurance issued by an insurance carrier authorized to conduct business in Bell Atlantic's operating region and having an A.M. Best rating of not less than A-VII to protect Bell Atlantic and other authorized user of transport structures from and against all claims, demands, causes of actions, judgments, costs, including attorneys' fees, expenses and liabilities of every kind and nature which may arise or result from or by reason of any negligent or wrongful act of MCI_m related to activities covered by this Attachment VI.

15.2 The amounts of such insurance:

15.2.1 against liability due to damage to property shall be not less than \$2,000,000 as to any one occurrence and \$2,000,000 aggregate, and

15.2.2 against liability due to injury or death of persons shall be not less than \$2,000,000 as to any one person and \$2,000,000 as to any one occurrence.

15.3 MCIIm shall name Bell Atlantic as an additional insured and shall provide certificates by each company insuring MCIIm to the effect that it has insured MCIIm for all liabilities of MCIIm covered by this Agreement and that it will not cancel any such policy of insurance issued to MCIIm except after thirty (30) days written notice to Bell Atlantic.

15.4 All insurance required in accordance with Subsections 15.1 and 15.2 above must be effective before Bell Atlantic will authorize attachment to a Pole, or occupancy of Conduit or Rights of Way, and shall remain in force until such MCIIm's facilities have been removed from all such Poles, Conduits or Rights of Way. In the event that MCIIm shall fail to maintain the required insurance coverage, Bell Atlantic may pay any premium thereon falling due, and MCIIm shall forthwith reimburse Bell Atlantic for any such premium paid.

15.5 Notwithstanding the foregoing, if MCIIm's net worth exceeds \$100,000,000, MCIIm may elect to self-insure in lieu of obtaining any of the insurance required by this Section 15. If MCIIm self insures, MCIIm shall furnish to Bell Atlantic, and keep current, evidence of such net worth. If MCIIm self insures, MCIIm shall release, indemnify, defend, and hold Bell Atlantic harmless against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would otherwise have been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).

Section 16. Authorization Not Exclusive

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to MCIIm. Subject to the provisions of this Agreement, Bell Atlantic shall have the right to grant, renew and extend rights and privileges in a Non-Discriminatory manner to others not parties to this Agreement, by contract or otherwise, to use any Pole, Conduit or Right of Way covered by this Attachment VI.

Section 17. Assignment of Licenses

MCIIm shall not assign or transfer any license or any authorization granted under this Attachment VI, and such licenses shall not inure to the benefit of MCIIm's successors or assigns, without the prior written consent of Bell Atlantic unless such transfer of rights is made pursuant to an assignment of this Agreement pursuant to the provisions of Part A, Section 5 (Assignment). Bell Atlantic shall not unreasonably withhold such consent. In the event such consent or

consents are granted by Bell Atlantic, then prior to such assignment becoming effective the assignee shall be required to execute Bell Atlantic's generally available license agreement covering the affected licenses.

Section 18. Additional Terminations

18.1 Subject to provisions of Section 17 of this Attachment, should MCIIm cease to provide its Telecommunications Services in or through the area covered by any license under this Attachment VI on other than a demonstrably temporary basis not to exceed six (6) months, then MCIIm's rights, privileges and authorizations under any such license issued hereunder shall automatically terminate as of the date following the final day that such Telecommunications Services are provided.

18.2 Subject to Section 18.3 below and the Force Majeure provisions of Part A of the Agreement, Bell Atlantic shall have the right to terminate any license issued hereunder whenever MCIIm is in default of any material term of this Agreement, including, but not limited to, the following conditions, as applicable to the affected facilities:

18.2.1 If MCIIm uses its Communications Facilities or maintains such facilities in violation of any Applicable Law or in aid of any unlawful act or undertaking; or

18.2.2 Subject to Section 10.1 of this Attachment, if any authorization which may be required of MCIIm by any governmental or private authority for the construction, operation, and maintenance of MCIIm's Communications Facilities is denied or revoked; or

18.2.3 If MCIIm's insurance carrier shall at any time notify Bell Atlantic or MCIIm that the policy or policies of insurance, required under Section 15 hereof, will be canceled or if Bell Atlantic reasonably determines that the requirements of Section 15 of this Attachment will no longer be satisfied.

18.3 Bell Atlantic will promptly notify MCIIm in writing of any condition(s) applicable to 18.1 and 18.2 above specifying the license and facilities in question. MCIIm shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to Bell Atlantic within thirty (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If MCIIm fails to discontinue or correct such condition(s) and fails to give the required confirmation, Bell Atlantic shall so notify MCIIm and thereafter may immediately terminate MCIIm's licenses for the affected facilities under this Attachment VI. Notwithstanding the foregoing, in the event that such corrective action is incapable of correction within thirty (30) days, MCIIm shall initiate such corrective action within the thirty (30) day period referred to above and shall be allowed a reasonable time to complete such correction before MCIIm is considered in default under this Section 18. MCIIm shall use its best efforts to complete such correction as soon as possible.

18.4 In the event of termination of this Agreement, MCI shall remove its Communications Facilities from the affected Poles, Conduits and Rights of Way within six (6) months from the date of such termination; provided, however, that MCI shall be liable for and pay all fees and charges pursuant to terms of this Attachment VI to Bell Atlantic until MCI's Communications Facilities are actually removed from Bell Atlantic's Poles, Conduits and Rights of Way.

18.5 If MCI does not remove its Communications Facilities from Bell Atlantic's Poles, Conduits and Rights of Way within the applicable time periods specified in this Attachment VI, Bell Atlantic shall have the right to remove them at the expense of MCI and without any liability on the part of Bell Atlantic to MCI therefor.

Section 19. Term of Licenses

19.1 All licenses issued hereunder shall continue in effect until the Agreement expires or is terminated, unless earlier terminated by MCI in accordance with this Attachment VI.

19.2 Termination of licenses shall not affect MCI's liabilities and obligations incurred with respect thereto prior to the Effective Date of such termination.

APPENDIX I**SCHEDULE OF FEES AND CHARGES**

THIS APPENDIX I, effective as of _____, is an integral part of the License Agreement between Bell Atlantic - Pennsylvania, Inc. (Bell Atlantic) and MCImetro Access Transmission Services LLC (MCI_m), dated _____ and contains the fees and charges governing the use of Bell Atlantic's Poles, Conduits and Rights of Way by MCI_m's Communications Facilities.

1. Attachment, Utilization, and Occupancy Fees**1.1 General**

- a) Attachment, utilization, and occupancy fees commence on the date set forth in Section 7.5 of the License Agreement. Subject to clause c) below, such fees cease as of the final day on which the attachment or occupancy is physically removed or is discontinued.
- b) A one (1) month minimum charge is applicable for all attachment, and occupancy accommodations.
- c) Fees shall be payable semi-annually in advance on the first day of January and July. No fees shall be refunded for any licenses terminated and attachments or occupancies removed during any period for which such advance payments have been made.
- d) The total attachment, and occupancy fees due hereunder, shall be based upon the number of Poles and Duct feet of Conduit for which licenses have been issued before the first day of January and the first day of July each year. Each semi-annual payment shall include a proration of the monthly attachment, and occupancy charges applicable for attachments, or occupancy initially authorized by Bell Atlantic during the preceding six (6) month period. Any such fees shall be computed in accordance with Applicable Law.

2. Fees**2.1 Application and Engineering Survey Fee**

- a) Per Pole attached \$
- b) Per Manhole/per Duct run \$
- c) Right of Way (determined on a case by case basis)

2.2 Annual Fee

- | | | |
|--|--|----|
| a) Horizontal Attachment | | |
| Per attachment | | \$ |
| b) Vertical Attachment | | |
| Per Pole attached (\$/Vertical foot of occupancy) | | \$ |
| c) Per foot of cable placed in the | | |
| Conduit | | \$ |
| d) Right of Way (determined on a case by case basis as mutually agreed by the parties) | | |

2.3 Other Charges**Computation**

Charges for all work performed by Bell Atlantic or by its authorized representative in connection with the furnishing of Pole, Conduit and Right of Way accommodations as covered by this Agreement shall be based upon the cost to Bell Atlantic for performance of such work in accordance with Applicable Law, if any. Such charges will apply for, but not be limited to, Preliminary Survey; Make-Ready Work; inspection and removal of MCI's Communications Facilities, where applicable; and supervision by one (1) employee, at the option of the Bell Atlantic, of MCI-performed work in and around the immediate vicinity of a Conduit System limited to one (1) employee.

2.4 In the event that it is determined that MCI has made attachment in or on any Pole, Conduit or Right of Way of Bell Atlantic for which a License has not been executed, MCI shall be obliged to: a) apply for such license immediately; and b) pay to Bell Atlantic fees for said attachment for the entire period of time which can be reasonably established as the date of MCI's attachment, but in no case less than one (1) year prior to date of discovery.

APPENDIX II**ADMINISTRATIVE FORMS AND NOTICES**

THIS APPENDIX II, effective as of _____, is an integral part of the License Agreement between Bell Atlantic - Pennsylvania, Inc. (Bell Atlantic), and MCImetro Access Transmission Services LLC (MCIIm), dated _____ and contains the administrative forms governing the use of Bell Atlantic's Poles and Conduit by MCIIm's Communications Facilities.

INDEX OF ADMINISTRATIVE FORMS

Application and Pole Attachment License

A-1

Pole Details

A-2

Application and Conduit Occupancy License

B-1

Conduit System Diagram

B-2

Cable to occupy Conduit and Equipment to be placed in Manholes

B-3

Authorization for Make-Ready Work

B-4

Notification of Removal of Pole Attachments

C

Notification of Removal of Conduit Occupancy

D

APPLICATION AND POLE ATTACHMENT LICENSE

Bell Atlantic - Pennsylvania, Inc.

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19 ____, application is hereby made for a nonexclusive license to attach communication facilities to _____ Poles as indicated on Form A-2. This request will be designated:

Pole Application # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the Pre-License Survey. (Appendix I)

MCIIm: _____

Signed: _____

Dated: _____

Tel. No: _____

.....
Permission is hereby granted to attach communication facilities to _____ Poles as indicated on the attached Form A-2.

Atlantic)

Bell Atlantic - Pennsylvania, Inc. (Bell

Signed: _____

Dated: _____

Tel. No: _____

Applications shall be numbered in sequential ascending order by MCIIm. Bell Atlantic will process applications in ascending order according to the applications numbers assigned by MCIIm.

FORM A-2

APPENDIX II

Page _____

(MCIIm)

(Central Office Area)

(Pole Application #)

POLE DETAILS

Pole No.	Circuit No.	Circuit Name	Type of Structure	Make Ready
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

FORM B-1

APPENDIX II

APPLICATION AND CONDUIT OCCUPANCY LICENSE

Bell Atlantic - Pennsylvania, Inc.

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19_____, application is hereby made for a license to occupy the Conduit system shown on Form B-2, with the cable and equipment detailed on Forms B-3 and B-4. This request will be designated:

Conduit Application # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the Pre-License Survey.
(Appendix I)

(MCIIm)

Signed: _____

Dated: _____

Tel. No: _____

.....
Permission is hereby granted to occupy Bell Atlantic's Conduit system, as indicated on the attached Form B-2, with cable equipment and facilities specified on the attached Forms B-3. The Duct footage for this License is _____

Bell Atlantic - Pennsylvania, Inc.

(Bell Atlantic)

Signed: _____

Dated: _____

Tel. No: _____

Applications shall be numbered in sequential ascending order by MCIIm. Bell Atlantic will process applications in ascending order according to the applications numbers assigned by MCIIm.

FORM B-2

APPENDIX II

Page _____

(MCI_m)

(Area)

(Conduit Application #)

SAMPLE CONDUIT SYSTEM DIAGRAM

CONDUIT SYSTEM DIAGRAM

FORM B-3

APPENDIX II

Page _____

(MCI_m)

(Area)

(Conduit Application #)

CABLE TO OCCUPY CONDUIT

	1	2	3	4	5	6
1						
2						
3						
4						
5						

EQUIPMENT TO BE PLACED IN MANHOLES

	1	2	3	4	5	6
1						
2						
3						
4						
5						

Form B-4

APPENDIX II

AUTHORIZATION FOR MAKE-READY WORK

Following is a summary of the estimated charges for the following application:

Pole attachment application number _____
 or
 Conduit occupancy application number _____
 or
 Right of Way occupancy application number _____
 Estimated cost \$ _____

Note that in the event that an advance payment is required, actual costs will be billed at the conclusion of the work.

 (Bell Atlantic)

By: _____
 (Signature of authorized person)

Its: _____
 (Title of authorized person)

Date: _____

Telephone Number: _____

Order Number: _____

I hereby acknowledge and agree to pay all charges, as above, and authorize work to begin.

 (MCI/m)

By: _____
 (Signature of authorized person)

Its: _____
 (Title of authorized person)

Date: _____

Telephone Number: _____

FORM C

Page _____

APPENDIX II

Page _____

NOTIFICATION OF REMOVAL OF POLE ATTACHMENTS

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19____, notice is hereby given that the following Pole attachments have been removed.

	Attachment Description	Attachment ID	Location (City)	Date Removed
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SUBMITTED:

(MCI)

Signed: _____

Dated: _____

APPROVED:

Bell Atlantic - Pennsylvania, Inc.
(Bell Atlantic)

Signed: _____

Dated: _____

NOTIFICATION OF REMOVAL OF CONDUIT OCCUPANCY

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19 ____, notice is hereby given that the occupancy of the following Conduit has been removed.

	Conduit Section	Conduit Application	Date Removed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SUBMITTED:

(MCI/m)

Signed: _____

Dated: _____

APPROVED:

Bell Atlantic - Pennsylvania, Inc.
(Bell Atlantic)

Signed: _____

Dated: _____

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ATTACHMENT VIII**BUSINESS PROCESS REQUIREMENTS*****Section 1. General Business Requirements*****1.1 Procedures****1.1.1 Contact with Subscribers**

1.1.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its own subscribers regarding such Party's services purchased by the subscribers, except as otherwise agreed. A Party's subscribers shall include active subscribers as well as those for whom it has service orders pending.

1.1.1.2 With respect to a Party that may receive inquiries from the other Party's subscribers, or otherwise have opportunity for such subscriber contact, the Party shall: (i) provide mutually agreed referrals to subscribers who inquire about the other Party's services or products; (ii) not disparage or discriminate against the other Party, or its products or services; and (iii) not provide information about its own products or services during that same inquiry or subscriber contact unless asked by the subscriber.

1.1.1.3 Each Party shall protect the Proprietary Information of the other Party and the other Party's subscribers in accordance with Section 22 of Part A.

1.1.2 Expedite, Escalation, and Disaster Procedures

1.1.2.1 No later than thirty (30) days after the Effective Date of this Agreement, the Parties shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the service ordering, provisioning, maintenance, and subscriber usage data transfer processes to facilitate rapid and timely resolution of disputes. In addition, the Parties will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Effective Date of this Agreement. Each Party shall provide to the other an updated escalation contacts list promptly following any changes thereto.

1.1.3 Subscriber of Record

1.1.3.1 Each Party shall recognize the other as the subscriber of record for all services ordered by the other Party and shall send all notices, invoices, and information which pertain to such ordered services directly to such other Party. Each Party shall provide the other Party with addresses to which such notices, invoices, and information shall be sent.

1.1.4 Work Center Interface Procedures

1.1.4.1 Bell Atlantic and MCI shall, as early as practicable, but no later than ninety (90) days, after the Effective Date of this Agreement, develop and implement work center interface procedures where appropriate for a function/business process provided by a Party. Each Party shall provide reasonable notice to the other Party of changes to its processes.

1.2 Service Offerings

1.2.1 Changes in Retail Service Offerings

1.2.1.1 Bell Atlantic shall notify MCI of any proposed changes in the terms and conditions under which Bell Atlantic offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in retail rates. Such notification shall be by such public notice, including Tariff filings, as is required by State law or Commission rule. In addition, Bell Atlantic shall provide notification by posting such changes on Bell Atlantic's World Wide Web site within five (5) business days after the date of the public notice required by State law or Commission rule.

1.2.2 Essential Services

1.2.2.1 Bell Atlantic shall designate an access line as an essential service line ("ESL") upon MCI's request. MCI will be responsible for following National Security Emergency Preparedness ("NSEP") guidelines for designating ESL services.

1.2.3 Deaf and Disabled Services

1.2.3.1 The Parties shall cooperate to provide services necessary to serve deaf and disabled service subscribers.

1.2.4 Training Support

1.2.4.1 Each Party will provide the other Party with sufficient operational instruction to enable the purchasing Party to access any of the providing Party's operational support systems provided for elsewhere in this Agreement.

1.2.5 Carrier Identification Codes

1.2.5.1 The providing Party shall provide to the purchasing Party a list of active carrier identification codes ("CIC") and shall provide occasional updates, as required, for each of the providing Party's access tandems or functional equivalent; provided, however, that MCI shall be obligated to provide such information only for CIC codes on any MCI access tandem or functional equivalent thereof which do not appear on the most current list provided to MCI by Bell Atlantic for such access tandem or functional equivalent thereof.

Section 2. Ordering and Provisioning

2.1 General Business Requirements

2.1.1 Ordering and Provisioning Parity

2.1.1.1 During the term of this Agreement, Bell Atlantic shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCI to provide Local Resale services and Network Elements at parity with Bell Atlantic.

2.1.2 CLEC Sales and Support Center ("CSSC")/Single Point of Contact ("SPOC")

2.1.2.1 Bell Atlantic shall provide up to three (3) CSSCs or reasonable equivalent which shall serve as MCI's SPOC for all activities involved in the ordering and provisioning of Bell Atlantic's Network Elements and Local Resale services. The SPOC shall receive orders (through an electronic interface) twenty-four (24) hours a day, seven (7) days a week.

2.1.2.2 The SPOC shall provide service during the hours of 8:30 a.m. to 4:30 p.m., EST, Monday through Friday (or such additional hours as Bell Atlantic shall provide service to its own subscribers) answered by personnel reasonably trained to answer questions and resolve problems in

connection with the ordering and provisioning of Network Elements and Local Resale services.

2.1.2.3 Bell Atlantic shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities from 7:00 a.m. to other 10:00 p.m., EST, Monday through Friday, and Saturday from 7:00 a.m. to 8:00 p.m., EST, or for such additional hours as Bell Atlantic shall provide service to its own subscribers. Additional charges will be incurred for dispatches outside of Bell Atlantic's normal work days and work hours.

2.1.3 Street Address Guide ("SAG")

2.1.3.1 Commencing with the Effective Date of this Agreement, if Bell Atlantic should cease using postal information to develop and maintain its SAG, then upon terms and conditions to be mutually agreed, Bell Atlantic shall provide to MCI_m SAG data, or its equivalent, in a standard electronic format.

2.1.4 Subscriber Payment History

2.1.4.1 Neither Party shall refuse service to a potential subscriber of the other Party on the basis of the subscriber's past payment history with the providing Party, provided that the purchasing Party shall be responsible for payment to the providing Party for purchased services with respect to such subscriber regardless of the payment performance of the subscriber.

2.1.5 Carrier Selection

2.1.5.1 For Local Resale services or Network Elements, Bell Atlantic shall provide to MCI_m, when ordered by the Commission, the capability to order local service, intraLATA, and interLATA service by entering MCI_m's subscriber's choice of carrier on a single order. Bell Atlantic shall provide MCI_m with the capability to order separate interLATA and intraLATA carriers on a line or trunk (with line side treatment) basis.

2.1.5.2 Where intraLATA toll carrier selection is not implemented, Bell Atlantic agrees to provide intraLATA toll services for Local Resale and Local Switching, to resold or unbundled Switch lines provided to MCI_m. Where intraLATA toll carrier selection is implemented, Bell Atlantic will route toll calls to the appropriate carrier as designated by MCI_m.

2.1.6 Notification to Long Distance Carrier

2.1.6.1 Subject to Section 15 of Part A, Bell Atlantic agrees to notify MCI_m using OBF-approved CARE transactions, whenever an MCI_m subscriber who is provided local service through Local Resale or Local Switching changes PIC status.

2.1.6.2 Subject to Section 15 of Part A, Bell Atlantic shall support and implement new transaction code status indicators ("TCSIs") defined by OBF in support of Local Resale to enable MCI_m to provide seamless subscriber service.

2.1.6.2.1 Bell Atlantic shall implement TCSIs used in conjunction with the new local service provider ("LSP") identification code for handling account maintenance, subscriber service, and such other codes as OBF may define.

2.1.6.2.2 In addition, Bell Atlantic shall implement TCSIs used in conjunction with the new ported telephone number field to link "shadow" and ported telephone numbers in support of INP.

2.1.6.3 Bell Atlantic shall provide to MCI_m the LSP ID on purchased lists of MCI_m's PIC'd and non-PIC'd subscribers.

2.1.6.4 Bell Atlantic shall provide the ported telephone number on purchased CARE lists of MCI_m's PIC'd and non-other party's PIC'd subscribers.

2.1.7 Number Administration/Number Reservations

2.1.7.1 *Until number administration functions are assumed by a neutral third-party in accordance with FCC Rules and Regulations, Bell Atlantic shall assign NXXs to MCI_m on a Non-Discriminatory Basis with no restrictions other than those imposed upon all carriers under the North American Numbering Plan or comparable conventions. In addition, Bell Atlantic shall provide activation of translations routing of MCI_m's NXXs to meet established national implementation dates. Further, Bell Atlantic shall provide MCI_m with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including specific numbers where available, while a subscriber is on the phone with MCI_m, all at Parity. Bell Atlantic shall provide the same range of number choices to MCI_m, including choice of exchange number, as Bell Atlantic provides its own subscribers. Reservation and aging of numbers shall remain Bell Atlantic's responsibility.*

2.1.7.2 Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX codes.

2.1.7.3 Bell Atlantic shall accept MCIIm orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, direct inward dialing, CENTREX, and hunting arrangements, as reasonably requested by MCIIm, in accordance with applicable Tariffs, and at Parity.

2.1.7.4 For simple services number reservations, Bell Atlantic shall provide real-time confirmation of the number reservation. For number reservations associated with complex services, Bell Atlantic shall provide confirmation of the number reservation within two (2) business days of MCIIm's request. Number reservations shall be provided in accordance with applicable Tariffs and at Parity with that provided Bell Atlantic's own subscribers.

2.2 Service Order Process Requirements

2.2.1 OBF Compliance

2.2.1.1 Subject to Section 15 of Part A and in accordance with OBF standards, Bell Atlantic and MCIIm shall generally follow the OBF-developed ordering and provisioning process standards. These include pre-order service inquiry, pre-order service inquiry response, firm order acknowledgment/rejection, firm order confirmation, and those to be developed for delay notification, completion notification and the like. Each Party agrees to work cooperatively to implement future relevant OBF-developed processes related to ordering and provisioning.

2.2.2 Service Migrations and New Subscriber Additions

2.2.2.1 Party A shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to establish Party B's local service for a subscriber and/or migrate a subscriber to Party B's local service. Party B shall be responsible for obtaining a Third-Party Verification ("TPV"), Letter of Authorization ("LOA"), or the like which satisfies FCC and Commission requirements.

2.2.2.2 With respect solely to Local Resale services available for resale hereunder, Bell Atlantic shall not disconnect any such service or associated features at any time during the migration of a subscriber to MCIIm service without the prior consent of MCIIm, unless such

disconnection is necessitated by the change in service requested by MCIIm. Upon completion of such migration, MCIIm shall be responsible for payment for any such non-disconnected service as set forth in Attachment I to this Agreement.

2.2.2.3 Party A shall recognize Party B as an agent for the subscriber in coordinating the disconnection of services provided by Party A or another carrier. MCIIm shall be responsible for obtaining a TPV, LOA, or the like which satisfies FCC requirements. In addition, when coordinated cut-over services are ordered, Bell Atlantic shall not disconnect any Bell Atlantic services provided to the Bell Atlantic subscriber until MCIIm notifies Bell Atlantic that MCIIm's service has been installed and operational, except where existing Bell Atlantic facilities are being reused.

2.2.2.4 Unless otherwise directed by MCIIm, when MCIIm orders Local Resale services or Local Switching, all trunk or telephone numbers currently associated with existing POTS services shall be retained without loss of feature capability and without loss of associated ancillary services, including, but not limited to, Directory Assistance Services and 911/E911 capability offered by Bell Atlantic, provided that MCIIm includes such features and ancillary services in its orders.

2.2.3 Cut-Over Process

The following cut-over coordination procedures shall apply for conversions of "live" Telephone Exchange Services to Unbundled Local Loops, including conversions to Unbundled Local Loops with INP, and to any other conversions that either Party determines must be coordinated to avoid a substantial risk of significant subscriber service disruption. Although written below to describe only conversions from Bell Atlantic to MCIIm, these and other mutually agreed-upon coordination procedures shall apply reciprocally for the "live" cutover of subscribers from Bell Atlantic to MCIIm and from MCIIm to Bell Atlantic. NP cut-over procedures shall be reasonably agreed by the Parties at such time as the capability has been developed.

2.2.3.1 MCIIm shall request cut-over coordination by delivering to Bell Atlantic a valid electronic transmittal service order (when available) or another mutually agreed-upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. Within forty-eight (48) hours after Bell Atlantic's receipt of such valid service order, Bell Atlantic shall provide MCIIm the FOC date and time according to the installation time frames set forth in Section 2.5 below and for NP, Attachment VII, Section 4.2.

2.2.3.2 On each order, the Parties will agree on a cut-over time at least forty-eight (48) hours before that cut-over. Cut-over time will be defined as a fifteen (15) to thirty (30) minutes per line window within which both Parties will make telephone contact to complete the cut-over. The cut-over window for other methodologies will be agreed to by the Parties.

2.2.3.3 Within the appointed fifteen (15) to thirty (30) minute cut-over time, Bell Atlantic will call MCIIm to coordinate cut-over work and when MCIIm is reached in that interval, such work will be promptly performed.

2.2.3.4 If MCIIm requires a change in scheduling, it must contact Bell Atlantic to issue a supplement to the original order. The negotiations process to determine the date and time of cut-over will then be reinitiated as usual pursuant to Section 2.2.3.3.

2.2.3.5 If MCIIm is not ready within the appointed interval and if it had not called to reschedule the work at least two (2) hours prior to the start of the interval, MCIIm shall be liable for the non-recurring charge for such work for the missed appointment. In addition, non-recurring charges, if applicable, for the rescheduled appointment will apply.

2.2.3.6 If Bell Atlantic is not available or not ready at any time during the appointed fifteen (15) to thirty (30) minute interval, the Parties will reschedule and Bell Atlantic will waive the non-recurring charge, if applicable, for such work whenever it is performed pursuant to an agreed-upon rescheduling.

2.2.3.7 Beginning nine (9) months from the Effective Date, if unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the MCIIm subscriber are the responsibility of MCIIm.

2.2.4 Intercept Treatment and Transfer of Service Announcements

2.2.4.1 For Local Resale services, Bell Atlantic shall provide unbranded basic intercept treatment and transfer of service announcements to MCIIm's subscribers.

2.2.4.2 When an end user customer changes its service provider from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to such end user shall provide a

referral announcement on the end user's former telephone number that provides the end user's new number or other appropriate information to the extent known. Referral announcements shall be provided reciprocally, free of charge to either Party or the end user to the extent the providing Party does not charge its own end user customers for such service, for the same period of time the providing Party provides its own end user customers when they change their telephone numbers.

2.2.4.3 The providing Party shall provide such basic treatment and transfer of service announcement in accordance with its normal policies and procedures for all service disconnects, suspensions, or transfers.

2.2.5 Desired Due Date ("DDD")

2.2.5.1 For services with agreed upon intervals, the purchasing Party shall select on each order the DDD consistent with agreed intervals. For services with variable intervals, the purchasing Party shall select among available due dates, obtained through an electronic interface, for specific services with variable intervals. The providing Party shall use reasonable efforts to not complete the order prior to the DDD or later than the DDD unless authorized by the purchasing Party.

2.2.5.2 If the DDD falls after the standard order completion interval (as mutually agreed by the Parties), the providing Party shall use reasonable efforts to complete the order on the DDD.

2.2.5.3 Subsequent to an initial order submission, the purchasing Party may request a new/revised due date that is earlier than the minimum defined interval. The providing Party shall use reasonable efforts to meet such date and may assess Non-Discriminatory expedite charges. The Parties agree that expedite orders are not to be used as a mechanism for routine avoidance of the standard DDD or standard interval(s) set forth in this Agreement. If (i) the providing Party does not assess an expedite charge on the purchasing Party; and (ii) based on the exercise of reasonable judgment, the providing Party determines that the purchasing Party is using expedite orders at a rate substantially in excess of the rate at which the providing Party and other parties use expedite orders on the providing Party's ordering systems, the providing Party shall immediately notify the purchasing Party at the Director level of escalation. The Parties shall immediately undertake good faith negotiations, based on each Party's data, to resolve the issue at the Director level of escalation, and, failing prompt and successful negotiations, through the complaint processes of the Commission or the FCC.

2.2.5.4 Any special or preferred scheduling options available to the providing Party shall also be available to the purchasing Party. The providing Party may assess Non-Discriminatory charges for such options.

2.2.6 Subscriber Premises Inspections and Installations

2.2.6.1 MCI shall perform or contract for any needs assessments, including equipment and installation requirements, at the premises of the subscriber, for the provision of MCI services to such subscribers.

2.2.6.2 Bell Atlantic shall notify MCI of any problems observed on the customer side of the NID in a timely manner. Bell Atlantic shall not relay to the customer that inside wire could have been performed during a Bell Atlantic technician's visit if the customer was a Bell Atlantic customer rather than an MCI customer.

2.2.7 Firm Order Confirmation ("FOC")

2.2.7.1 Subject to Section 15 of Part A, the providing Party shall provide to the purchasing Party, via an electronic interface, a FOC meeting OBF standards for each purchasing Party order, after a reasonable implementation interval from final acceptance of the particular OBF standard.

2.2.7.2 For a revised FOC, the providing Party shall provide order detail in accordance with OBF standards after a reasonable implementation interval from final acceptance of the particular OBF standard.

2.2.8 Order Rejections

2.2.8.1 The providing Party shall reject and return to the purchasing Party any order that is incomplete, internally inconsistent, or that the providing Party cannot provision due to defects, including, but not limited to, the requested due date is prior to the submission date. When MCI orders reach Bell Atlantic's service order processing systems, those orders will be processed or rejected at Parity.

2.2.9 Service Order Changes

2.2.9.1 If an installation or other ordered work requires a material change from the original service order, the providing Party shall call the purchasing Party in advance of performing the installation or other work to obtain authorization. The providing Party shall then provide the purchasing Party an estimate of additional labor hours and/or materials. After all installation or other work is completed, the providing Party shall

promptly notify the purchasing Party of actual labor hours and/or materials used in accordance with regular service order completion processes.

2.2.9.1.1 If additional work is completed on a service order, as approved by the purchasing Party, the cost of the additional work must be reported to the purchasing Party.

2.2.9.1.2 If work on a service order is partially completed, notification shall identify the work that was performed and work remaining to be completed.

2.2.9.2 If an MCI_m subscriber requests a service change at the time of installation or other work being performed by Bell Atlantic on behalf of MCI_m, Bell Atlantic, while at the subscriber premises, shall direct the MCI_m subscriber to contact MCI_m to order such change.

2.2.10 Jeopardy Situations

2.2.10.1 The providing Party shall provide to the purchasing Party known delayed order notification prior to the committed due date, and other known delays in completing work specified on the purchasing Party's service order as detailed on the FOC, in accordance with mutually agreed procedures.

2.2.11 Cooperative Testing

2.2.11.1 Cooperative Testing shall be performed in accordance with Attachment III, Section 15.1.

2.2.11.2 Systems and Process Testing

2.2.11.2.1 The Parties shall cooperate upon request to assess whether all operational interfaces and processes are in place and functioning as intended. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. Either Party may request cooperative testing as it deems appropriate to assess service performance, reliability, and subscriber serviceability. The requested Party may levy time and materials charges on the requesting Party.

2.2.12 Service Suspensions/Restorations

2.2.12.1 Upon a request through a suspend/restore order, which shall comply with Applicable Law, Bell Atlantic shall suspend or restore the functionality of any Network Element or Local Resale service. Bell

Atlantic shall provide restoration priority on a per Network Element or Combination basis in a manner that conforms with priorities requested by MCI_m, which shall comply with Applicable Law.

2.2.13 Disconnects

2.2.13.1 The providing Party shall notify the purchasing Party of any termination of service provided under this Agreement when such termination is requested by the providing Party or any third-party. Such notice shall be in a format and detail consistent with industry standards.

2.2.14 Order Completion Notification

2.2.14.1 Subject to Section 15 of Part A and when industry standards are developed for such service, and after a reasonable implementation interval, upon completion of a service order by the providing Party, the providing Party shall submit to the purchasing Party an order completion which reasonably details the work performed. Notification shall be provided in accordance with industry standards when developed. The Parties will cooperate in the interim to assure adequate notification.

2.2.15 Fulfillment Process

2.2.15.1 Each Party shall conduct all activities associated with the account fulfillment process for all of its subscribers.

2.2.16 Specific Unbundling Requirements

2.2.16.1 MCI_m may order and Bell Atlantic shall provision Network Elements either individually or in Technically Feasible Combinations. Network Elements ordered as combined shall be reasonably provisioned as combined by Bell Atlantic, unless MCI_m specifies that the Network Elements ordered in Combination be provisioned separately.

2.2.16.2 Prior to providing service in a specific geographic area or when MCI_m requires a change of network configuration, the Parties shall cooperate in planning the preparation of Network Elements and Switch translations in advance of orders for additional Network Elements from MCI_m.

2.2.16.3 For mutually-agreed Combinations of Network Elements, Network Elements that are currently connected and ordered together will not be physically disconnected, except for technical reasons.

2.2.16.4 Network Elements to be provisioned together shall be identified and ordered by MCI as such.

2.2.16.5 When ordering a Combination of Network Elements, MCI shall have the option of ordering all features, functions and capabilities of each Network Element, as they exist in Bell Atlantic's network on the Effective Date.

2.2.16.6 When MCI orders Network Elements, Bell Atlantic shall provision the features, functions, and capabilities of the Network Elements specified in this Agreement for such element, as reflected on MCI's order.

2.2.16.7 MCI and Bell Atlantic shall cooperate and coordinate activities including the sharing of relevant specifications in such a manner as to promote compatibility between and among respective service elements.

2.2.16.8 Orders for Network Elements will generally contain relevant administration, bill, contact, and subscriber information, as defined by the OBF.

2.3 Systems Interfaces and Information

2.3.1 General Requirements

2.3.1.1 Where access to operational support systems functionality is required, Bell Atlantic shall provide to MCI electronic interface(s) for transferring and receiving information and executing transactions in regards to service ordering and provisioning of Network Elements and Local Resale. Subject to Section 15 of Part A, the interface(s) shall be capable of supporting the steps in the OBF-developed ordering and provisioning process no later than April 1, 1997.

2.3.1.2 Bell Atlantic interfaces shall provide MCI with the same process and system capabilities for both residence and business ordering and provisioning at Parity.

2.3.1.3 Bell Atlantic and MCI shall agree on and implement interim solutions for Bell Atlantic interfaces within forty-five (45) days after the Effective Date of this Agreement. Such interim interface(s) shall, at a minimum, provide MCI the same functionality and level of service as is currently provided by the electronic interfaces used by Bell Atlantic for its own systems, users, or subscribers.

2.3.1.4 The foregoing interim interfaces or processes may be modified, if so agreed by MCI and Bell Atlantic, during the interim period.

2.3.1.5 Until the Party's electronic interfaces are available, the providing Party agrees that a co-carrier service center ("CSSC") or similar function will accept a purchasing Party's orders. Orders will be transmitted to the CSSC via an interface or method agreed upon by the Parties.

2.3.1.6 For territories in which Bell Atlantic provides Telephone Exchange Services, Bell Atlantic shall provide MCI with at least 1-2 months prior notification of local calling area changes, and generally publish any area code splits at least three (3) months prior to such splits going into effect.

2.3.1.7 Bell Atlantic shall provide to MCI, via an electronic interface, a list by end office switch of all CLASS, CENTREX and all other features and functions and shall provide updates to such list at the time new features and functions become available.

2.3.2 Ordering and Provisioning for Resale Services

2.3.2.1 Bell Atlantic shall provide to MCI all intraLATA (when presubscription is available) and interLATA carriers available for subscriber selection based on a valid subscriber address.

2.3.2.2 [RESERVED]

2.3.2.3 Subject to the provisions of Part A, Section 22 (Confidentiality and Publicity) and in accordance with all Applicable Law and regulations, the providing Party shall provide the requesting Party with access to CPNI of a requesting Party subscriber without requiring the requesting Party to produce a signed LOA based on the requesting Party's representation that the subscriber has authorized the requesting Party to obtain such CPNI.

2.3.2.3.1 Bell Atlantic shall provide to MCI an electronic interface to Bell Atlantic subscriber information systems which will allow MCI to obtain Bell Atlantic's current subscriber profile based on valid bill telephone number or working telephone number, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts, and, in response to a valid telephone number or address, allow MCI to obtain information on features and services available in the end office where subscriber's services are currently provisioned.

2.3.2.3.2- Until access is available via an electronic interface for subscriber profile information, MCIIm agrees that Bell Atlantic can obtain subscriber profile information in an interim manner. The Parties shall agree on and implement interim solutions for interfaces within forty-five (45) days after the Effective Date of this Agreement.

2.3.2.4 Bell Atlantic shall provide to MCIIm a list of Local Resale services, including new services and eligible trial offers and promotions, within sixty (60) days after the Effective Date of this Agreement, and shall provide updates to such information as soon as practicable after new features and functions become available.

2.3.2.5 Bell Atlantic shall provide to MCIIm mediated query-response via an electronic interface to Bell Atlantic information systems as soon as possible, but no later than April 1, 1997 to allow MCIIm to:

2.3.2.5.1 assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number);

2.3.2.5.2 schedule dispatch and installation appointments;

2.3.2.5.3 provide service availability dates; and

2.3.2.5.4 transmit status information on service orders. Until the electronic interface is available, Bell Atlantic agrees that it will provide status on service orders at the following critical intervals: acknowledgment and firm order confirmation according to interim procedures to be mutually developed.

2.3.3 Ordering and Provisioning for Unbundling

2.3.3.1 Bell Atlantic shall provide to MCIIm, upon reasonable request a listing of available, orderable services for Network Elements.

2.3.3.2 Bell Atlantic shall provide to MCIIm upon request such engineering design and layout information for Network Elements as may be mutually agreed.

2.3.3.3 Bell Atlantic shall provide to MCIIm an electronic interface as soon as practicable after applicable OBF standards are formally accepted which will allow MCIIm to determine service due date intervals and schedule appointments.

2.3.3.4 Where applicable, Bell Atlantic shall provide to MCIIm information on charges associated with special construction. Bell Atlantic agrees that it will, as soon as practicable, notify MCIIm of any charges associated with necessary construction.

2.3.3.5 On request from MCIIm, Bell Atlantic shall provide MCIIm with results from mechanized loop tests where such tests are Technically Feasible on a time and materials basis or at Commission-approved rates, as appropriate.

2.3.3.6 Bell Atlantic shall provide MCIIm with confirmation of circuit assignments at Parity.

2.4 Standards

2.4.1 General Requirements

2.4.1.1 MCIIm and Bell Atlantic shall agree upon the appropriate ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of that element or Combination of elements and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee ("TCIF-EDI-SOSC").

Section 3. Billing and Recording

This Section 3 describes the requirements for Bell Atlantic to bill and record charges MCIIm incurs when purchasing services under this Agreement, except as may be otherwise specified in this Agreement.

3.1 Billable Information And Charges

3.1.1 Interim Billing

The interim billing process described herein shall commence upon the Effective Date and continue until replaced by the standard billing process described below, with such replacement by no later than the end of the third quarter 1997 for Local Resale services purchased from Bell Atlantic by MCIIm. With regard to Network Elements, interim billing shall commence upon the Effective Date and continue until replaced by standard Billing Operations System ("BOS") billing for such elements. Bell Atlantic shall implement the BOS release that includes Network Element billing as soon as practicable after the release is available, and will promptly inform MCIIm in writing if, given the nature and magnitude

of that release, implementation is likely to take more than sixty (60) days after the release is made available. Notwithstanding the foregoing, with respect to unbundled loops, unbundled switching and INP, Bell Atlantic will provide MCIIm with an implementation date for BOS billing within ninety (90) days after the Effective Date.

3.1.1.2 Except as otherwise provided in this Section 3, Bell Atlantic will use its existing billing systems to issue bills and invoices to MCIIm for amounts due under this Agreement. These bills and invoices will contain a summary of account charges with component elements and/or records when applicable. The Parties acknowledge that Bell Atlantic's existing billing system does not issue bills or invoices in accordance with national industry standard specifications in all respects.

3.1.1.3 Bell Atlantic will provide MCIIm with the capability to summarize by features and functions both monthly recurring and non-recurring charges. This capability may be satisfied by use of Bell Atlantic's CD-ROM billing for Resellers. Bell Atlantic shall cooperate with MCIIm on the testing and acceptance of interim billing procedures.

3.1.1.4 The providing Party will initially identify the purchasing Party's Billing Account Numbers (BAN) (or for MCIIm, the functionally equivalent thereof) and will not change them without ten (10) days advance written notice to the purchasing Party.

3.1.1.5 The providing Party will use a minimum of two BANs per state, one for residential customers and one for business customers. The Parties acknowledge that in Bell Atlantic's billing system, only 50,000 component accounts can be on one summary bill and that a new summary bill may be created when any MCIIm master account exceeds 45,000 component accounts.

3.1.1.6 Bell Atlantic will not use the 7th or the 14th day of the month for bill closing dates.

3.1.1.7 The providing Party will use reasonable efforts to transmit paper bills to the purchasing Party within ten (10) days of the bill closing date. If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.

3.1.2 Standard Billing

3.1.2.1 The providing Party will bill services in accordance with this Section 3 and at the rates set forth in Attachment I. The providing Party will use commercially reasonable efforts to format its electronic bills in accordance with national industry standard specifications, as appropriate. These electronic bills will include a separate and unique billing code for, and the quantity of, each type of service purchased by the purchasing Party. The providing Party will jurisdictionally identify the charges on these bills wherever it has the information necessary to do so. Wherever the providing Party is unable to identify the jurisdiction of the service purchased by the purchasing Party, the Parties will jointly develop a process to determine the appropriate jurisdiction.

3.1.2.2 The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period.

3.1.2.3 The providing Party and the purchasing Party will use reasonable commercial efforts to establish the same monthly billing date ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The payment due date (as described in this Attachment) shall be thirty (30) calendar days after the Bill Date. The providing Party will transmit all invoices within ten (10) calendar days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.

3.1.2.4 The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.

3.1.2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

3.1.2.6 The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

3.1.3 Meet-Point Billing

3.1.3.1 For purposes of this Section 3.1.3, "Tandem Party" shall mean the Party connected to the IXC. The "End Office Party" shall mean the Party using the Tandem Party to reach the IXC. The End Office Party and the Tandem Party will utilize commercially reasonable efforts, individually and collectively, to establish meet-point billing ("MPB") arrangements to provide a Common Transport option to switched Access Services subscribers via an access Tandem Switch in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein and the Tandem Party's Tariffs. The arrangements described in this section are intended to be used to provide switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the switched Exchange Access Service is routed through a Tandem Switch that is provided by the Tandem Party.

3.1.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable rating point/the Tandem Party local serving Wire Center combinations.

3.1.3.3 Interconnection for the MPB arrangement shall occur at the applicable access tandems or functional equivalent in the LATA, unless otherwise agreed to by the Parties.

3.1.3.4 The Parties will use commercially reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff, to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

3.1.3.5 Each Party will implement the "multiple bill/single tariff" or "multiple bill/multiple tariff" option, as appropriate, in order to bill any IXC for the portion of the jointly provided Access Service provided by that Party. For all traffic carried over MPB arrangements using Network Elements or interconnection services provided under this Agreement, the

Parties shall bill each other all applicable rates specified in this Agreement.

3.1.3.6 The rate elements to be billed by each Party are as set forth below. The actual rate values for each Party's affected Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's Access Services are offered. The MPB billing percentages for each rating point/Tandem Party local serving Wire Center Combination shall be calculated in accordance with the formula set forth in subsection 3.1.3.15 below.

3.1.3.6.1 Rate Elements under Meet-Point Billing

Interstate Access - Terminating to or originating from End Office Party subscribers

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

Intrastate Access - Terminating to or originating from End Office Party subscribers (Pre-LTR tariff)

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	End Office Party
Local Switching	End Office Party
Transport	Based on negotiated billing percentage

Intrastate Access - Terminating to or originating from End Office Party subscribers (Post-LTR tariff)

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	End Office Party
Local Switching	End Office Party

Interconnection Charge - Local Transport Facility/ Tandem Switched Transport Per Mile	End Office Party Based on negotiated billing percentage
Tandem Switching Local Transport Termination/ Tandem Switched Transport Fixed Entrance Facility	Tandem Party Tandem Party
800 Database Query	Party that performs query

3.1.3.7 Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXC, and identification of the IXC's local serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to, all in accordance with a Party's existing offerings.

3.1.3.8 The Tandem Party will provide the End Office Party with the switched access detail usage data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days of bill rendering.

3.1.3.9 The End Office Party will provide the Tandem Party with the switched access detail usage data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

3.1.3.10 The Parties will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or OCN, as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

3.1.3.11 Errors in MPB data exchanged by the Parties may be discovered by the End Office Party, the Tandem Party or the billable IXC. Both the End Office Party and the Tandem Party agree to provide the other Party with notification of any discovered errors as soon as practicable following such discovery. The other Party shall attempt to correct the error and resubmit the data as soon as practicable after notification. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to intractable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

Each Party shall be responsible for any lost revenue arising from its inability to relocate lost data that is adequate to support the other Party's billing of IXCs' subscriber(s).

3.1.3.12 Neither Party will charge the other for the services rendered, or for information provided pursuant to this Section 3, except those MPB and other charges set forth herein. Both Parties will identify a contact person to handle any MPB questions or problems.

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

3.1.3.14 In the event a Party determines to offer Telephone Exchange Services in a LATA in which the other Party operates an access Tandem Switch, the Tandem Party shall permit and enable the End Office Party to subtend the Tandem Party access Tandem Switch(es) designated for the Tandem Party end offices in the area where the End Office Party rating points(s) associated with the NPA-NXX(s) to/from which the switched Exchange Access Services are homed. The MPB billing percentages for each new rating point/the End Office Party local serving Wire Center Combination shall be calculated according to the following formula:

$a / (a + b) = \text{End Office Party Billing Percentage}; \text{ and}$

$b / (a + b) = \text{Tandem Party Billing Percentage}$

where:

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

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

The End Office Party shall inform the Tandem Party of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of the End Office Party's delivery of notice to the Tandem Party, the Tandem Party and the End Office Party shall confirm the new rating point/Tandem Party local serving Wire Center Combination and billing percentages. Nothing in this subsection shall be construed to limit the End Office Party's ability to interconnect with the

Tandem Party in additional LATAs by means of interconnection at a local serving Wire Center, to the extent that such interconnection is permitted under this Agreement.

3.1.4 Collocation

3.1.4.1 Bell Atlantic agrees to issue a separate bill to MCI_m for any Collocation capital expenditures (*e.g.*, costs associated with building the "cage") incurred under this Agreement. Bell Atlantic will send these separate bills for Collocation capital expenses to the location specified by MCI_m. Bell Atlantic will bill all other non-capital recurring Collocation rates to MCI_m in accordance with this Section 3.

3.1.5 Local Number Portability

3.1.5.1 The providing Party agrees to track and record the purchasing Party's Interim Number Portability usage. After the Commission establishes a final competitively neutral Interim Number Portability funding mechanism and rate, the providing Party will bill the purchasing Party for the usage that accrued before the Commission's final decision. The purchasing Party agrees to pay these bills with appropriate Commission-determined interest charges, but reserves the right to challenge the accuracy of the tracking.

3.1.5.2 Under the INP arrangement in this Agreement, terminating compensation on calls to ported numbers should be received by each customer's chosen local service provider as if each call to the customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Subsection 3.1.5.2 whereby terminating compensation on calls subject to INP will be passed from the Party that performs the INP to the other Party for whose subscriber the INP is provided.

3.1.5.2.1 The Parties shall individually and collectively make best efforts to track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are ported numbers. MCI_m shall charge Bell Atlantic for each minute of INP traffic at the INP traffic rate specified in Subsection 3.1.5.2.3 in lieu of any other compensation charges for terminating such traffic, except as provided in Subsection 3.1.5.2.2.

3.1.5.2.2 By the interconnection activation date within a LATA, the Parties shall jointly estimate for the prospective six (6) months, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to MCI_m (as opposed to the ported number), would have been subject to: (i) local compensation ("Local Traffic"); (ii) appropriate intrastate FGD charges ("Intra Traffic"); (iii) interstate FGD charges ("Inter Traffic"); or (iv) handling as transit traffic. On the date which is six (6) months after the interconnection activation date, and thereafter on each succeeding six month anniversary of such interconnection activation date, the Parties shall establish new INP traffic percentages in the prospective six (6) month period, based on Bell Atlantic's choice of actual INP traffic percentages from the preceding six (6) month period or historic data of all traffic in the LATA.

3.1.5.2.3 The INP traffic rate shall be equal to the sum of:

- (Local Traffic percentage times the rate for local traffic transportation and termination set forth in Attachment I)
plus
(Intra Traffic percentage times MCI_m's effective intrastate FGD rates)
plus
(Inter Traffic percentage times MCI_m's effective interstate FGD rates).

MCI_m shall compensate Bell Atlantic for its billing and collection of charges for the intrastate and interstate FGD Access Services provided by MCI_m to a third-party through the greater of: (i) the difference between the intrastate and interstate FGD rates of MCI_m and Bell Atlantic; or (ii) three percent (3%) of Bell Atlantic's intrastate and interstate FGD revenues for ported numbers. Under no circumstances shall Bell Atlantic, in performing the billing and collections service on behalf of MCI_m, be obligated to pass through more than ninety-seven percent (97%) of its FGD access charge to MCI_m in connection with any given ported call.

3.1.6 Electronic Transmissions

3.1.6.1 The providing Party agrees to transmit bills and invoices in the appropriate CABS or SECAB format electronically via Connect:Direct (formerly known as Network Data Mover) to the purchasing Party at an agreed upon location.

3.1.7 Tape or Paper Transmissions

3.1.7.1 In the event that the Connect:Direct capabilities of either Party are not available, the Parties will transmit billing information to each other via magnetic tape or paper, as agreed to by the Parties. The Parties shall cooperate in determining such alternate billing methods, when necessary.

3.1.8 Payment Of Charges

3.1.8.1 Payments of all undisputed amounts due under this Agreement shall be made in U.S. Dollars no later than the due date on an invoice or bill. At least thirty (30) days prior to the first transmission of a bill or invoice under this Agreement, the Parties shall provide each other the name and address to whom payment shall be made, including where appropriate, the respective banks, and account and routing numbers. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. In the event the purchasing Party receives multiple bills or invoices from the providing Party which are payable on the same date, the purchasing Party may remit one payment for the sum of all bills and invoices. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems under this Agreement.

3.1.8.2 Undisputed amounts which are not paid by the due date stated on the providing Party's bill shall be subject to a late payment charge. The late payment charge shall be in the amount provided in Bell Atlantic's interstate access tariff; provided, that in the absence of an interstate access tariff late payment charge, the late payment charge shall be in an amount specified by the providing Party, which shall not exceed a rate of one and one-half percent (1.5%) of the overdue amount (including any unpaid, previously billed late payment charges) per month.

3.1.8.3 Although it is the intent of each Party as a providing Party to submit timely and accurate bills, failure by a providing Party to present bills to a purchasing Party in a timely or accurate manner shall not constitute a breach or default of this Agreement, or a waiver of a right of payment of the incurred charges, by the providing Party. Closure of a specific billing period shall occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further charges, analysis and financial transactions, except those resulting from an Audit or for charges due under a "true-up" of charges pursuant to Sections 3.1.5 hereunder. Closure shall take place within nine (9) months of the

Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date.

3.1.9 Billing Dispute

3.1.9.1 Subject to and without waiver of any of the providing Party's rights under Section 21.3 of Part A of this Agreement, each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

3.1.9.1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

3.1.9.1.2 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

3.1.9.1.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be resolved in accordance with the dispute resolution procedures set forth in Part A of this Agreement.

3.1.9.2 Upon resolution of the dispute, the relevant Party shall pay all amounts determined to have been due in accordance with Section 21.3 of Part A.

3.2 Standards

3.2.1 At least twenty (20) days prior to the providing Party transmitting a bill or invoice to the purchasing Party for the first time via electronic transmission or tape, or at least thirty (30) days prior to changing mechanized formats (i.e., from SECAB to CABS), the providing Party will transmit to the purchasing Party a test bill or invoice in the appropriate mechanized format. The providing Party will also provide to the purchasing Party the providing Party's originating or state level company code, so that it may be added to the purchasing Party's internal tables at least twenty (20) calendar days prior to testing or a change in the providing Party's originating or state level company code. The purchasing Party

will notify the providing Party within the time period agreed to by the Parties if the test bill or invoice transmission fails to meet the purchasing Party's testing specifications. The Parties will work cooperatively to resolve any problems identified by the transmission of the test bill or invoice.

3.2.2 As mutually agreed upon prior to any change in existing formats or change to a different format, the providing Party shall send to the purchasing Party connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The providing Party agrees that it shall not send to the purchasing Party bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection. The providing Party shall provide the purchasing Party documentation on proposed format changes within ninety (90) days of the implementation of such changes.

3.2.3 The providing Party agrees that if it transmits data to the purchasing Party in a mechanized format, the providing Party shall also comply with the following specifications which are not contained in CABS or SECAB guidelines, but which are necessary for the purchasing Party to process connectivity billing information and data:

3.2.3.1 The Bill Date shall not contain spaces or non-numeric values.

3.2.3.2 Each Connectivity Bill must contain at least one detail record, unless no usage has been recorded. Industry standards require that zero bills be rendered.

3.2.3.3 Any "from" date should be less than the associated "thru" date and neither date can contain spaces, unless otherwise permitted under applicable industry standards.

3.2.3.4 The invoice number must not have embedded spaces or low values.

3.2.4 The providing Party agrees to use commercially reasonable efforts to transmit to the purchasing Party accurate and current bills and invoices. If necessary beyond the provisions of this Section 3, the Parties agree to negotiate implementations of controls and processes to facilitate the transmission of accurate and current bills and invoices.

Section 4. Provision Of Subscriber Usage Data

For Local Resale and Local Switching, this Section 4 sets forth the terms and conditions for Bell Atlantic's provision of Recorded Usage Data (as defined in Section 4.1.1.3 below) to MCI_m in connection with the provision to MCI_m of Bell Atlantic's Switch-based services.

4.1 Procedures

4.1.1 General

4.1.1.1 Bell Atlantic shall use commercially reasonable efforts to comply with OBF and other standards set forth in this Section 4. To satisfy this requirement, Bell Atlantic and MCI_m shall mutually agree to the interpretation of any such standards referred to in this Section 4.

4.1.1.2 Bell Atlantic shall use commercially reasonable efforts to comply with Bellcore-documented EMR standards and the additional standards set forth in this Section 4 when recording and transmitting Recorded Usage Data to MCI_m.

4.1.1.3 Bell Atlantic shall record such Recorded Usage Data originating from MCI_m subscribers that Bell Atlantic records with respect to its own customers in the ordinary course of business, using services ordered by MCI_m. "Recorded Usage Data" as used in this Section 4 means billing detail recorded in the normal course of business by Bell Atlantic including, but not limited to, billing detail recorded for the following categories of information:

4.1.1.3.1 Completed calls:

4.1.1.3.2 Use of CLASS/LASS/Custom features:

4.1.1.3.3 Calls to Directory Assistance where Bell Atlantic provides such service to an MCI_m subscriber:

4.1.1.3.4 Calls completed via Bell Atlantic's Operator Services where Bell Atlantic provides such service to MCI_m's subscribers; and

4.1.1.3.5 CENTREX usage recorded by Bell Atlantic on its switches in the normal course of business.

4.1.1.4 **Retention of Records.** Bell Atlantic shall maintain a machine readable back-up copy of the message detail provided to MCI_m for the Recorded Usage Data described above for a minimum of forty-five (45) calendar days.

4.1.1.5 Bell Atlantic shall provide to MCI_m Recorded Usage Data for MCI_m subscribers in accordance with the terms herein. Bell Atlantic shall not submit other carrier local usage data as part of MCI_m Recorded Usage Data.

4.1.1.6 MCI_m, and not Bell Atlantic, shall bill MCI_m subscribers for services purchased by MCI_m hereunder.

4.1.1.7 For Local Resale, Bell Atlantic shall record and rate all calls to information service providers (*i.e.*, 976 service calls) and include such information on the data usage file ("DUF") provided to MCI_m hereunder. MCI_m shall bill such calls directly to its subscribers. To the extent either Party offers variable rated service (*e.g.*, 976, 554, and/or 915, as applicable), the Parties shall agree to separate arrangements for the billing and compensation of such services. With respect to unbundled Local Switching, Bell Atlantic shall record, and provide to MCI_m, unrated calls to information service providers (*i.e.*, 976 service calls) and include such information on the data usage file ("DUF") provided to MCI_m hereunder.

4.1.1.8 Bell Atlantic shall provide Recorded Usage Data to MCI_m billing locations as reasonably designated by MCI_m.

4.1.1.9 Bell Atlantic shall establish a CLEC sales and service center (CSSC) or similar function to serve as MCI_m's single point of contact to respond to MCI_m's call usage, data error, and record transmission inquiries.

4.1.1.10 Bell Atlantic shall provide MCI_m with a single point of contact, remote identifiers ("IDs"), and expected usage data volumes for each sending location.

4.1.1.11 MCI_m shall provide a single point of contact responsible for receiving usage transmitted by Bell Atlantic and receiving usage tapes from a courier service in the event of a facility outage.

4.1.1.12 Bell Atlantic shall bill MCI_m, and MCI_m shall pay such charges for Recorded Usage Data at the prices set forth in Attachment I. Billing and payment shall be in accordance with the applicable terms and conditions set forth in Attachment VIII, Section 3.

4.1.2 **Incomplete Calls.** No charges shall be assessed by Bell Atlantic for incomplete call attempts, unless Bell Atlantic assesses a charge for such incomplete call attempts to its subscribers.

4.1.3 Central Clearinghouse & Settlement (ICS/Non-ICS Incollects/Outcollects)

4.1.3.1 Bell Atlantic shall comply with clearinghouse and incollect/outcollect procedures to be determined by the Parties from time to time.

4.1.3.2 Bell Atlantic shall reasonably cooperate with MCI_m in its development of a neutral third-party in and out-collect process developed for intra-region alternately billed messages.

4.1.3.3 Bell Atlantic shall settle with MCI_m intra-region and inter-region billing exchanges relating to calling card calls, bill-to-third-party calls and collect calls.

4.1.4 Lost Data

4.1.4.1 Loss of Recorded Usage Data - MCI_m Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Bell Atlantic in its performance of the recording function shall, upon MCI_m's request, be recovered by Bell Atlantic at no charge to MCI_m. In the event the data cannot be recovered by Bell Atlantic, Bell Atlantic shall estimate the messages and associated revenue, with assistance from MCI_m, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Bell Atlantic and MCI_m. This estimate shall be used to adjust amounts MCI_m owes Bell Atlantic for services Bell Atlantic provides in conjunction with the provision of Recorded Usage Data.

4.1.4.2 Partial Loss - Bell Atlantic shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

4.1.4.3 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

4.1.4.4 Estimated Volumes - From message and minute volume reports for the entry experiencing the loss, Bell Atlantic shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes.

4.1.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

4.1.4.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Bell Atlantic shall use volumes from the two (2) preceding Sundays.

4.1.4.7 If the loss occurs on Mother's Day or Christmas day, Bell Atlantic shall use volumes from that day in the preceding year multiplied by a growth rate specified by MCIIm.

4.1.4.8 MCIIm may also request data be provided that has previously been successfully provided by Bell Atlantic to MCIIm. Bell Atlantic shall re-provide such data, if available. Any charges to MCIIm will be negotiated on a case by case basis.

4.1.5 Testing, Changes and Controls

4.1.5.1 The Recorded Usage Data: EMR format, content, and transmission process shall be tested as set forth in this subsection 4.1.5 and, if necessary, as otherwise agreed by the Parties.

4.1.5.2 **Interface Testing.** The purpose of this test is to determine whether the usage records can be sent by Bell Atlantic to MCIIm and can be accepted and processed by MCIIm. Bell Atlantic shall provide a test file to MCIIm's designated regional processing center ("RPC") in the format that shall be used for Bell Atlantic's live day-to-day processing. The file shall contain one (1) full day's production usage and all potential call types. MCIIm shall also provide Bell Atlantic with the agreed-upon control reports as part of this test.

4.1.5.3 Pursuant to a separate testing agreement between the Parties, for testing purposes Bell Atlantic shall provide MCIIm with Bell Atlantic recorded, unrated usage for a minimum of five (5) consecutive days. MCIIm shall provide Bell Atlantic with the message validation reports associated with test usage.

4.1.5.4 Test File. Test data should be transported via industry standard on-line transmission software. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in Subsection 4.2.3.2.

4.1.5.5 Periodic Review. Control procedures shall be part of the normal production interface management function. Breakdowns which impact the flow of usage data between Bell Atlantic and MCI shall be identified and jointly resolved as they occur. The resolution may include changes to control procedures to avoid similar problems in the future. Any changes to control procedures shall be mutually agreed upon by MCI and Bell Atlantic.

4.1.5.6 System and Software Changes

4.1.5.6.1 When Bell Atlantic plans to introduce any system or software changes which impact the format or content structure of the usage data feed to MCI, designated Bell Atlantic personnel shall notify MCI no less than one hundred twenty (120) calendar days before such changes are implemented, unless a shorter time frame is mutually agreed to by the Parties, which agreement shall not be unreasonably withheld.

4.1.5.6.2 Bell Atlantic shall communicate the projected changes to MCI in reasonable detail to enable MCI to determine potential impacts on processing.

4.1.5.6.3 MCI may arrange to have its usage data tested utilizing the modified system or software when the latter are ready for testing.

4.1.5.6.4 If it is necessary for Bell Atlantic to make changes in the schedule, content or format of usage data transmitted to MCI, Bell Atlantic shall notify MCI.

4.1.5.7 Requested Software Changes

Bell Atlantic will consider reasonable requests for software changes that impact the format or content structure of the usage data feed to MCI. The Parties shall mutually agree on the terms and conditions governing any such changes that Bell Atlantic agrees to implement.

4.1.5.8 Changes to Data Exchange Controls

Bell Atlantic will provide current data exchange controls to MCIIm promptly following the execution of this Agreement. Bell Atlantic shall notify MCIIm at least ninety (90) calendar days before such changes are implemented, unless a different time frame is mutually agreed to by the Parties and such consent shall not be unreasonably withheld.

4.1.5.9 Verification Of Changes

4.1.5.9.1 Based on the detailed description of material changes furnished by Bell Atlantic, MCIIm and Bell Atlantic personnel shall, as appropriate:

4.1.5.9.1.1 Determine the type of change(s) to be implemented.

4.1.5.9.1.2 Develop a comprehensive test plan.

4.1.5.9.1.3 Arrange for review of modified controls, if applicable.

4.1.5.10 Introduction of Changes

4.1.5.10.1 When any applicable testing requirements have been met, designated MCIIm and Bell Atlantic personnel shall develop an implementation plan.

4.2 Information Exchange and Interfaces

4.2.1 Core Billing Information

4.2.1.1 Bell Atlantic shall provide MCIIm with unrated industry standard EMR records associated with all intraLATA toll and local usage recorded on MCIIm's behalf. MCIIm shall be given notification thirty (30) days prior to implementation of a new type and/or category of record.

4.2.1.2 Bell Atlantic shall provide to MCIIm rated EMR records for alternative billed calls (e.g., collect and billed to third number calls) and pursuant to Section 4.1.1.7.

4.2.1.3 **Data Delivery Schedules.** Data shall be delivered to MCIIm by Bell Atlantic five (5) days per week unless otherwise negotiated, except for weeks containing MCIIm and/or Bell Atlantic Data Center holidays. Bell Atlantic and MCIIm shall exchange schedules of designated Data

Center holidays. Bell Atlantic shall provide its transmission schedule to MCI.

4.2.2 Product/Service Specific

4.2.2.1 Bell Atlantic shall provide MCI a 42-50-01 record to support any special features star services resold by MCI.

4.2.3 Information Transport

4.2.3.1 Bell Atlantic and MCI shall jointly provide the transport facility for transmitting usage and billing data between Bell Atlantic locations and MCI locations as set forth in this Section 4.2. MCI shall be responsible for the circuit between the locations. Each Party shall be responsible for any software or hardware needed at its end of the circuit. Bell Atlantic shall transmit via NDM/Connect:Direct. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, Bell Atlantic shall contract for a courier service to transport the data via tape cartridge. The Party responsible for the outage shall incur the cost of transport.

4.2.3.2 Bell Atlantic shall comply with the following standards when data is transported to MCI on tape or cartridge via a courier. The data shall be in fixed or variable block format as mutually agreed by the Parties and be in the following format:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge: 38,000 BPI
LRECL: 2,472 Bytes
Parity: Odd
Character Set: Extended Binary Coded Decimal Interchange Code ("EBCDIC")
External labels: Exchange Carrier Name, Dataset Name ("DSN") and volume serial number
Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

4.2.4 Rejected Recorded Usage Data

Any messages that cannot be rated and/or billed by MCI due to an error or omission by Bell Atlantic may be returned to Bell Atlantic via NDM. Returned messages shall be sent directly to Bell Atlantic in EMR format. Standard EMR

return codes shall be utilized. Bell Atlantic shall investigate such returned records and use reasonable efforts to rectify the error or omission.

4.2.4.1 Bell Atlantic must return EMR/EMI records to Bell Atlantic's billing and collections customers with the OBF standard message reject code which indicates that Bell Atlantic no longer serves the end user and which includes the OCN/local service provider ID of the new local service provider/Reseller serving the end user.

4.2.5 Interfaces

4.2.5.1 MCIIm shall notify Bell Atlantic of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

4.2.5.2 Notification of pack rejection shall be made by MCIIm within one (1) business day of processing. Bell Atlantic shall use reasonable efforts to correct and retransmit rejected packs within twenty-four (24) hours, or within an alternate timeframe negotiated on a case by case basis.

4.2.5.3 A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. The providing Party shall provide the purchasing Party one dataset per Revenue Accounting Office ("RAO") sending location, with the agreed upon RAO/OCN populated in the header and trailer records.

4.2.6 Formats and Characteristics

4.2.6.1 Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed.

4.2.6.2 EMR. Bell Atlantic shall provide Recorded Usage Data in the EMR format and by category, group and record types as specified herein, and shall be transmitted, via a direct feed, to MCIIm. The following is a list of EMR records that MCIIm can expect to receive from Bell Atlantic:

Header Record	20-21-01
Trailer Record	20-21-02
Detail Records	*01-01-01, 06, 07, 08, 09, 14, 16, 17, 18, 31, 32, 35, 37, 80, 81, 82, 83, 42-50-01, 10- 01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37

Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82.
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82.
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82.
Correction Records	71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82.

*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5.

4.2.6.3 Bell Atlantic shall reasonably comply with the most current version of Bellcore standard practice guidelines for formatting EMR records, or any superseding industry standards.

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

4.2.6.5 The file's record format shall be variable block, unless otherwise agreed. The size and the logical record length shall be 2472 bytes.

4.2.6.6 Bell Atlantic shall not sort Recorded Usage Data for MCIIm except upon terms and conditions that may be mutually agreed by the Parties, including additional charges for such services.

4.2.6.7 Bell Atlantic shall transmit the usage data to MCIIm using dataset naming conventions reasonably prescribed by MCIIm.

4.2.7 Controls

4.2.7.1 MCIIm shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

4.2.7.2 Header and trailer records shall be populated in positions 13-27 with the following information for MCIIm:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number or zeroes

17-19 ←	Interfacing Bell RAO Code
20-23	MCIIm OCN value 7299
24-27	0000

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer).

4.2.7.3 Control Reports. MCIIm shall accept input data provided by Bell Atlantic in EMR format in accordance with the requirements and specifications detailed in Section 4. In order to ensure the overall integrity of the usage being transmitted from Bell Atlantic to MCIIm, data transfer control reports shall be provided by MCIIm. These reports shall be provided by MCIIm to Bell Atlantic on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by Bell Atlantic.

4.2.7.4 Control Reports - Distribution. Since Bell Atlantic is receiving control reports, dataset names shall be established as mutually agreed.

4.2.7.5 Message Validation Reports. MCIIm shall provide once per day (or as otherwise negotiated) message validation reports to the designated Bell Atlantic system control coordinator. These reports shall be provided for all data received within Bell Atlantic Local Resale and Local Switching feed and shall be transmitted concurrent with the daily usage file schedule.

4.2.7.6 Incollect Pack Processing. MCIIm shall provide to Bell Atlantic a standard EMR report showing vital statistics and control totals for packs rejected and accepted and dropped messages. MCIIm will provide this in the following report formats and control levels:

Company 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

4.3 Miscellaneous

4.3.1 When requested by MCIIm for law enforcement purposes, Bell Atlantic shall provide MCIIm with Recorded Usage Data as soon as practicable following such request. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

4.3.2 Bell Atlantic shall include the working telephone number of the originating dial tone line on each EMR call record provided to MCI.

4.3.3 End user subscriber usage records and station level detail records shall be in packs in accordance with EMR standards.

4.3.4 Bell Atlantic shall use its best commercially reasonable efforts to provide MCI with Recorded Usage Data to be provided hereunder not more than three (3) business days after termination of the call for which usage data is to be provided.

Section 5. Maintenance

5.1 General Requirements

5.1.1 The Parties shall provide repair, maintenance, testing, and surveillance for all Local Resale services, interconnection, and Network Elements in accordance with the terms and conditions of this Section 5 of Attachment VIII.

5.1.2 The Parties shall cooperate with each other to meet maintenance standards for all Local Resale services, interconnection, and Network Elements ordered under this Agreement, as specified in this Section 5 of Attachment VIII. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of standards upgrades as they become available.

5.1.3 Bell Atlantic shall provide repair service that is at Parity in quality to that provided to Bell Atlantic subscribers; trouble calls from MCI shall receive response time priority that is at Parity to that of Bell Atlantic subscribers. MCI shall provide repair service that is at Parity in quality to that provided to MCI subscribers; trouble calls from Bell Atlantic shall receive response time priority that is at Parity to that of MCI subscribers.

5.1.4 The Parties shall provide scheduled and non-scheduled maintenance at Parity, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, interconnection, and Network Elements under this Agreement that it currently provides for the maintenance of its own network. Each Party will provide reasonable notice of such maintenance if it is known to or is reasonably foreseeable to materially affect the other Party's subscribers.

5.1.4.1 Plans for scheduled maintenance shall include, at a minimum, the following information: description of work to be completed and date and time work is scheduled to be completed.

5.1.5 The Parties shall advise each other of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed on any Network Element, including, without limitation, any hardware, equipment, software, or system, providing service functionality which is known or is reasonably foreseeable to materially affect the other Party's subscribers.

5.1.6 The Parties shall provide each other with a summary description of any and all network emergency restoration plans and network disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans, if warranted by the nature thereof, shall include the following: (i) provision for notification to the other Party of the existence, location, and source of any emergency network outage reportable to the FCC that materially affects subscribers of the other Party, via fax to a single number designated by the other Party; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Resale services, interconnection, or Network Elements; (iii) provision of status of restoration efforts and problem resolution during the restoration process, via fax to a single number designated by the other Party; (iv) reasonably equivalent priority, as between MCI subscribers and Bell Atlantic subscribers, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and use of spare parts and components on the Party's own network; and (v) a mutually-agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.

5.1.6.1 As identified, the Parties shall provide timely notification to each other of network outages at Parity with the notification provided to their own repair centers. Such outages may include, but are not limited to:

- 5.1.6.1.1 Central Office outages;
- 5.1.6.1.2 Facility outages such as cable cuts and repeater failures;
- 5.1.6.1.3 Commercial power outages;
- 5.1.6.1.4 Load sharing situations;
- 5.1.6.1.5 Subscriber loop outages;
- 5.1.6.1.6 Signaling network congestion; and
- 5.1.6.1.7 General network congestion.

5.1.7 Bell Atlantic and MCI will make reasonable efforts to minimize the number of calls misdirected to the other Party's repair bureau. Bell Atlantic and MCI shall establish mutually acceptable methods and procedures for the referral

from Bell Atlantic to MCI, and vice versa, of any and all misdirected calls from subscribers requesting repair.

5.1.7.1 MCI and Bell Atlantic each agree to provide their own subscribers with a toll free or ordinary number to call for repair service. Bell Atlantic will accomplish this, and will assist MCI to accomplish this, in three stages:

(1) From the execution hereof until March 31, 1997, calls to 611 shall be answered by a voice response unit or live operator. Such unit or operator will provide a referral telephone number (provided by MCI) to those MCI customers who call this number. Such referrals shall be provided on a Non-Discriminatory basis.

(2) By April 1, 1997, calls to 611 will be answered solely by an automated announcement. This announcement will inform Bell Atlantic subscribers to call a toll free number and will inform all other subscribers to call their respective carriers. The automated announcement will not provide referral numbers. However, the Bell Atlantic toll free referral number will be answered by a voice response unit or live operator who will provide maintenance referral numbers to non-Bell Atlantic subscribers.

(3) Commencing no later than December 31, 1997, the 611 repair number will be deactivated and callers will be informed by a recorded message that it is no longer a working number, and that they should contact their carrier directly. At all times, and on a Non-Discriminatory basis, Bell Atlantic operators will refer callers to the repair number of their respective carriers.

5.1.8 Each Party's repair bureau shall perform the following functions in conformance with performance and service quality standards at Parity with those provided to itself when providing repair and maintenance to the other Party and the other Party's subscribers under this Agreement:

5.1.8.1 Either Party may request repairs to the other Party's network by calling the other Party's repair bureau.

5.1.8.2 Each Party shall make reasonable efforts to ensure that its repair bureau, including the electronic interface described in Section 5.2 herein, is on-line and operational twenty-four (24) hours per day, seven (7) days per week. MCI and Bell Atlantic will develop mutually agreed-upon manual processes for repair reporting in the event of unavailability or failure of the electronic interface.

5.1.8.3 Each Party's repair bureau shall provide to the other Party an "arrive by time" or "estimated time to arrive" on reported Telephone Exchange Service or Exchange Access Service trouble.

5.1.8.4 Each Party shall notify the other Party, via status screen or verbal communication, when the "arrive by time" or "estimated time to arrive" has been significantly changed or impacted by other events.

5.1.8.5 Each Party shall provide the status of repair efforts to the other Party upon reasonable request.

5.1.8.5.1 Bell Atlantic shall inform MCI_m of repair completion and the reason for trouble, if identified, as soon as practicable after restoration of Network Elements and any other trouble reports by MCI_m. Notification should be provided via electronic interface, when available.

5.1.8.5.2 When trouble is reported by a subscriber served through Network Elements, MCI_m will test its network (including basic unbundled loops) to identify any problems. If no problems are identified with the MCI_m network and/or no trouble is found in Bell Atlantic's service, MCI_m will open a trouble report with Bell Atlantic. Bell Atlantic shall then test its portion of the network and perform repairs, as appropriate, based on appointment availability. Each Party shall share test results and otherwise cooperate in order to resolve the trouble.

5.1.8.6 The Parties shall establish escalation procedures for trouble tickets and maintenance requests that are not resolved in a timely manner. The escalation procedures to be provided under this Agreement shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues.

5.1.8.7 Neither Party shall perform maintenance services involving additional charges for Local Resale services, interconnection or Network Elements without advance authorization from the other Party, excluding charges for maintenance services as set forth in Attachment I, which will be billed to the Party requesting the maintenance services.

5.1.8.8 Bell Atlantic shall dispatch its technicians to MCI_m subscriber premises at Party in response to reports submitted by MCI_m via an electronic interface established pursuant to Section 5.2 herein. The electronic interface shall have the capability of allowing MCI_m to receive trouble report information, access Bell Atlantic's status field and

designated narratives which will contain the original test results, if applicable, and receive all applicable close out information including time of repair, work done and any charges associated with the trouble report.

5.1.8.9 Each Party shall furnish the other Party with single points of contact ("SPOC") for all communications relating to trouble tickets and maintenance requests.

5.1.8.10 Bell Atlantic agrees that MCI may call Bell Atlantic to verify Central Office features and functions as they relate to an open trouble report. Bell Atlantic agrees to work with MCI on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.

5.1.9 The Parties shall exchange unique numbers to identify each initial report opened.

5.2 Systems Interfaces

5.2.1 Bell Atlantic will provide electronic interfaces (ECG and OSI) that meet OSI T-1 M-1 standards (ANSI T1-227, 1995 and ANSI T1-228 1995 as may be amended), as gateways to allow MCI maintenance personnel and customer service representatives to perform the following functions for Local Services resold to MCI subscribers: the ability to transmit a new trouble ticket for an MCI subscriber; for all OSI electronically bonded reports, the ability to receive notification of status changes as they occur including notification of dispatch, providing MCI the ability to track current status on all open MCI subscriber trouble tickets; the ability to request an escalation and receive escalation responses of said request; the ability to receive dispatch "arrive by time" appointment (POTS only) when the trouble is established and automatic notification of appointment changes; the ability to update trouble information; and the ability to receive all applicable time and material charges at the time of ticket closure (total by subscriber, per event) along with clearance time and description of work done. The Parties will negotiate reciprocal interfaces and procedures for maintenance of Interconnection and Network Elements. Prior to availability of electronic interfaces, Bell Atlantic shall respond to MCI's telephonic inquiries.

5.3 Standards

5.3.1 The following shall apply to premises visits by Bell Atlantic's employees and contractors:

5.3.1.1 Bell Atlantic employees or contractors shall provide to MCI subscribers a written notice of charges for work completed, if any, or notice that additional work (on access to the premises) will be necessary.

5.3.1.2 If work is not completed because of access problems, Bell Atlantic employees or contractors shall call MCI to advise it of the need for access. The report will be held for a reasonable period as "no-accessed" in Bell Atlantic's system and will be redated once new access is established with respect to the subscriber premises so that MCI can schedule a new appointment with Bell Atlantic and subscriber at the same time.

5.3.1.3 Bell Atlantic's employees or contractors shall use reasonable efforts to obtain the subscriber's signature on appropriate forms confirming any chargeable event.

Section 6. Miscellaneous Services & Functions

6.1 General Requirements

6.1.1 Basic 911 and E911 General Requirements

Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 shall be provided to MCI in accordance with Sections 6.1.1 and 6.1.2 below. Notwithstanding the indemnification provisions set forth in Part A of this Agreement, Bell Atlantic's liability for indemnification resulting from third-party claims in connection with the provision of such 911 and E911 Services shall be subject to the liability limitations contained in Bell Atlantic's applicable 911 Tariffs.

6.1.1.1 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data contained in the 911 database system, to determine to which PSAP to route the call.

6.1.1.2 If available, Bell Atlantic shall offer a third type of 911 Service, 911 using SS7 (S911). All requirements for E911 as set forth herein shall also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem.

6.1.1.3 Basic 911 and E911 functions provided to MCI shall be at least at the same level Bell Atlantic provides to its subscribers for such functionality.

6.1.1.4 Basic 911 and E911 access shall be provided to MCI in accordance with the following:

6.1.1.4.1 Bell Atlantic and MCI shall conform to all state regulations concerning emergency services.

6.1.1.4.2 For E911, Bell Atlantic shall use its current process, as the same may be modified from time to time, to update and maintain subscriber information in the ALI/DMS data base.

6.1.1.5 If a jurisdiction has planned for overflow, then Bell Atlantic shall provide for such overflow 911 traffic to be routed to Bell Atlantic Operator Services or, at MCI's discretion, directly to MCI Operator Services.

6.1.1.6 Basic 911 and E911 access from the MCI local Switch shall be provided to MCI in accordance with the following:

6.1.1.6.1 When ordered by MCI from Bell Atlantic, Bell Atlantic shall interconnect direct trunks from the MCI network to the 911 PSAP, or the E911 tandems as designated by MCI. Such trunks may alternatively be provided by MCI.

6.1.1.6.2 In jurisdictions where Bell Atlantic has obligations under existing agreements as the primary provider of the 911 Service to a government agency, MCI shall participate in the provision of the 911 Service as follows:

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

6.1.1.6.2.2 Bell Atlantic shall be responsible for maintaining the E911 database.

6.1.1.6.3 If a third party is the primary service provider to a government agency, MCI shall negotiate separately with such third party with regard to the provision of 911 Service to the agency. All relations between such third party and MCI are independent of this Agreement and Bell Atlantic makes no representations on behalf of the third party.

6.1.1.7 If available, Bell Atlantic shall provide to MCI, upon request, the emergency public agency (e.g., police, fire, rescue, poison, and bomb)

telephone numbers linked to all NPA NXXs for the states in which MCIIm provides service.

6.1.1.8 If available to Bell Atlantic and for those jurisdictions previously requested by MCIIm, Bell Atlantic shall transmit to MCIIm as soon as practicable all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

6.1.1.9 The following are E911 database requirements:

6.1.1.9.1 If Bell Atlantic possesses an MSAG and is not prohibited from providing it to MCIIm, it shall provide copies of the MSAG within three (3) business days from the time requested. Copies shall be provided on diskette, magnetic tape, or in a format suitable for use with desktop computers. Updates to the MSAG thereafter will be provided on a monthly basis.

6.1.1.9.2 MCIIm shall be solely responsible for providing MCIIm database records to Bell Atlantic for inclusion in Bell Atlantic's ALI database on a timely basis.

6.1.1.9.3 Bell Atlantic and MCIIm shall arrange for the automated input and periodic updating on a mediated access basis of the E911 database information related to MCIIm end users to replace the manual data entry process currently used. Bell Atlantic shall work cooperatively with MCIIm to ensure the accuracy of the data transfer by verifying it against the MSAG provided that MCIIm shall be responsible for the accuracy of information it provides Bell Atlantic. The relevant governmental jurisdiction is responsible for accuracy of the MSAG, and Bell Atlantic shall have no responsibility for accuracy of the MSAG. As soon as Technically Feasible, Bell Atlantic shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format for MCIIm subscribers.

6.1.1.9.3.1 MCIIm shall provide information on new subscribers to Bell Atlantic as part of the ordering process. Bell Atlantic shall update its database within two (2) business days of receiving the information from MCIIm. If Bell Atlantic detects an error in the MCIIm provided data, the data shall be returned to MCIIm within one (1) business day after the error was detected by Bell Atlantic. MCIIm

shall respond to requests from Bell Atlantic to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry of the data by Bell Atlantic shall be allowed until an interface between the Parties is developed and deployed, and thereafter in the event such interface is not functioning properly. In the event of an E911 database failure, MCI subscriber E911 information review and entry shall be at Parity.

6.1.1.9.4 MCI shall assign an E911 database coordinator charged with the responsibility of forwarding MCI end user ALI record information to Bell Atlantic or via a third-party entity charged with the responsibility of ALI record transfer. MCI assumes all responsibility for the accuracy of the data that MCI provides to Bell Atlantic.

6.1.1.9.5 Bell Atlantic agrees to treat all data on MCI subscribers provided under this Agreement as Confidential Information in accordance with the terms of Section 22 of Part A and to use data on MCI subscribers only as provided under this Agreement.

6.1.1.9.6 Upon completion of NENA Telco Identification Code standards, Bell Atlantic shall use a Carrier Code (a NENA standard five-character field) on all ALI records received from MCI. The Carrier Code shall identify the carrier of record in INP configurations. Prior to completion of the NENA standards, Bell Atlantic shall use the ACNA code obtained from Bellcore's carrier identification code assignments.

6.1.1.9.7 Bell Atlantic shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a point of contact for each.

6.1.1.10 The following are basic 911 and E911 network requirements:

6.1.1.10.1 Bell Atlantic shall provide the number of trunks as may be ordered by MCI. These trunks shall be dedicated to routing 911 calls from MCI's Switch to a Bell Atlantic selective router.

6.1.1.10.2 Where available, Bell Atlantic shall provide the Selective Routing of E911 calls received from MCI's switching office. This consists of the ability to receive the ANI of MCI's subscriber, selectively route the call to the appropriate PSAP, and

forward the subscriber's ANI to the PSAP. Bell Atlantic shall provide MCIIm with the appropriate common language location identifier ("CLLI") codes and specifications regarding the tandem serving area associated addresses and meet-points in the network.

6.1.1.10.3 Bell Atlantic will supply, upon MCIIm's request, the written exchange of pertinent data, at the Rate Center level, for the routing of basic 911 and E911 calls to the proper public safety agency.

6.1.1.10.4 MCIIm shall ensure that its Switches provide ANIs and the line number of the calling station that are compatible with Bell Atlantic's network.

6.1.1.10.5 Each ALI discrepancy report shall be jointly researched by Bell Atlantic and MCIIm. Corrective action shall be taken promptly by the responsible Party.

6.1.1.10.6 Subject to mutual agreement, Bell Atlantic shall provide MCIIm with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards. Bell Atlantic shall also cooperate with MCIIm on reasonable requests for Rate Center information.

6.1.1.10.7 Bell Atlantic shall identify special routing arrangements to complete 911 calls.

6.1.1.10.8 Bell Atlantic shall begin restoration of E911 and/or E911 trunking facilities promptly upon notification of failure or outage. Bell Atlantic shall provide priority restoration of trunks or network outages on the same terms/conditions it provides itself.

6.1.1.10.9 Bell Atlantic shall identify any special operator-assisted calling requirements to support 911.

6.1.1.10.10 Trunking shall be arranged in compliance with local emergency service requirements to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures. If there is an alternate means of transmitting a 911 call to a PSAP, in the event of an emergency, it will be available at Parity.

6.1.1.10.11 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 Bell Atlantic for trunks between the tandem and all associated PSAPs.

6.1.1.10.12 Repair service shall begin promptly upon receipt of a report of a malfunction, the priority of which shall depend upon whether such malfunction impairs provision of 911 and E911 Services. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians shall be dispatched without unreasonable delay.

6.1.1.10.13 All 911 trunks must be capable of transmitting and receiving Baudot codes necessary to support the use of telecommunications devices for the deaf (TTY/TDDs).

6.1.2 Basic 911 and E911 Additional Requirements

6.1.2.1 All MCIIm lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Bell Atlantic shall send both the ported number and the MCIIm number (if both are received from MCIIm) to the PSAP upon an ALI request from the PSAP. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. The MCIIm subscriber's directory number may be shown on the "remarks" line of the ALI record.

6.1.2.2 Bell Atlantic shall work with the appropriate government agency to provide MCIIm the ten-digit POTS number of each PSAP which subtends each Bell Atlantic selective router/911 tandem to which MCIIm is interconnected.

6.1.2.3 Bell Atlantic shall use reasonable efforts to notify MCIIm forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCIIm 911 Service, and provide notification as soon as possible of any unscheduled outage affecting MCIIm 911 Service.

6.1.2.4 MCIIm shall be responsible for reporting all errors, defects and malfunctions to Bell Atlantic. Bell Atlantic shall provide MCIIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

6.1.2.5 Bell Atlantic shall provide reasonable notification of any pending tandem moves, NPA splits, or scheduled maintenance outages affecting MCIIm 911 Service.

6.1.2.6 Bell Atlantic shall establish a process for handling "reverse ALI" inquiries by public safety entities.

6.1.2.7 Bell Atlantic shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

6.1.2.8 Bell Atlantic shall provide the ability for MCIIm to update 911 database with end user information for lines that have been ported via INP or NP.

6.1.3 Directory Assistance Service

6.1.3.1 Bell Atlantic shall provide for the routing of Directory Assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by MCIIm subscribers directly to either the MCIIm Directory Assistance service platform or Bell Atlantic Directory Assistance service platform as specified by MCIIm.

6.1.3.2 MCIIm subscribers shall be provided the capability by Bell Atlantic to dial the same telephone numbers for access to MCIIm Directory Assistance that Bell Atlantic subscribers are provided to access Bell Atlantic Directory Assistance.

6.1.3.3 If MCIIm purchases from Bell Atlantic MCIIm-branded Directory Assistance service selectively routed to Bell Atlantic's Directory Assistance platform, MCIIm shall give Bell Atlantic six (6) months notice before terminating that arrangement by selectively rerouting Directory Assistance traffic to another Directory Assistance platform.

6.1.3.3.1 Bell Atlantic agrees to provide MCIIm subscribers with Directory Assistance service at Parity.

6.1.3.3.2 Bell Atlantic shall notify MCIIm in advance of any changes or enhancements to its Directory Assistance service, and shall make available such service enhancements at Parity and on a Non-Discriminatory basis with respect to other CLECs.

6.1.3.3.3 Bell Atlantic shall provide Directory Assistance to MCIIm subscribers in accordance with Bell Atlantic's internal methods, procedures and standards, which shall, at a minimum, comply with applicable state regulations. Upon MCIIm's request,

Bell Atlantic shall provide to MCI_m its methods and procedures for providing Directory Assistance service.

6.1.3.3.4 Bell Atlantic shall provide MCI_m with provisioning of Directory Assistance at Parity.

6.1.3.3.5 Service levels shall comply, at a minimum, with applicable state regulatory requirements, including those for number of rings to answer and disaster recovery options.

6.1.3.3.6 Specialized Routing

6.1.3.3.6.1 Commencing after April 1, 1997, and in conformance with the provisions of Attachment III, Section 7.2.2, Bell Atlantic shall make available to MCI_m **branded** Directory Assistance for Directory Assistance traffic originating at any Bell Atlantic Switches where Bell Atlantic has already implemented the rerouting of Directory Assistance traffic pursuant to a request from a carrier.

6.1.3.3.6.2 Where Bell Atlantic is not offering this service in response to a request from a carrier, MCI_m may request that a Switch offer such rerouting capability and, in conformance with the provisions of Attachment III, Section 7.2.2, Bell Atlantic shall begin implementation of such request within ninety (90) days, and complete implementation within ninety (90) days thereafter. Bell Atlantic shall fulfill such requests on a Non-Discriminatory Basis.

6.1.3.3.6.3 Bell Atlantic shall provide front end branding as reasonably specified by MCI_m. MCI_m has the option of providing its own branded recordings and related materials for branding.

6.1.3.3.7 Bell Atlantic shall provide the following minimum Directory Assistance capabilities to MCI_m's subscribers:

6.1.3.3.7.1 Bell Atlantic shall provide to MCI_m subscribers seeking Directory Assistance the same number of responses and detail of information that it provides its own subscribers.

6.1.3.3.7.2 Upon request by subscriber, call completion to the requested number for local and intraLATA toll calls shall be returned to the MCI network. Rating and billing shall be done by MCI.

6.1.3.3.7.2.1 Upon MCI's request and if Technically Feasible, Bell Atlantic shall provide blocking of Directory Assistance call completion on an ANI specific basis.

6.1.3.3.7.3 Bell Atlantic shall populate MCI listings in the Directory Assistance database in the same manner and in the same time frame as it does for Bell Atlantic subscribers.

6.1.3.3.7.4 Any information provided by a Directory Assistance automatic response unit shall be repeated the same number of times for MCI subscribers as for Bell Atlantic subscribers.

6.1.3.3.7.5 Bell Atlantic shall instruct MCI subscribers to call a toll free number for MCI customer service to request a credit. Bell Atlantic shall provide one toll free number for business subscribers and another for residential subscribers.

6.1.4 Operator Services

6.1.4.1 Bell Atlantic shall provide for the routing of 0+ local, 0- and operator transfers for local Operator Services calls dialed by MCI subscribers directly to either the MCI Operator Service platform or Bell Atlantic Operator Service platform as specified by MCI and pursuant to Attachment III, Section 7.2.2.

6.1.4.2 MCI subscribers shall be provided the capability by Bell Atlantic to dial the same telephone numbers to access MCI operator service that Bell Atlantic subscribers dial to access Bell Atlantic Operator Service.

6.1.4.3 If MCI purchases from Bell Atlantic MCI-branded Operator Services selectively routed to Bell Atlantic's Operator Services platform, MCI shall give Bell Atlantic six (6) months notice before terminating that arrangement by selectively rerouting Operator Services traffic to another Operator Services platform.

6.1.4.3.1 Bell Atlantic agrees to provide MCI_m subscribers Operator Services and service enhancements at Parity and on a Non-Discriminatory basis.

6.1.4.3.2 Specialized Routing

6.1.4.3.2.1 Commencing after April 1, 1997, and in conformance with the provisions of Attachment III, Section 7.2.2, Bell Atlantic shall make available to MCI_m branded Operator Services for Operator Services traffic originating at any Bell Atlantic Switches where Bell Atlantic has already implemented the rerouting of Operator Services traffic pursuant to a request from a carrier.

6.1.4.3.2.2 Where Bell Atlantic is not offering this service in response to a request from a carrier, MCI_m may request that a Switch(es) offer such rerouting capability and, in conformance with the provisions of Attachment III, Section 7.2.2, Bell Atlantic shall begin implementation of such request within ninety (90) days, and complete implementation within ninety (90) days thereafter. Bell Atlantic shall fulfill such requests from carriers requesting it on a Non-Discriminatory Basis.

6.1.4.3.2.2.1 Bell Atlantic shall provide front end branding as reasonably specified by MCI_m. MCI_m has the option of providing its own branded recordings and related materials for branding.

6.1.4.3.3 Bell Atlantic shall provide the following minimum Operator Service capabilities to MCI_m subscribers at Parity.

6.1.4.3.3.1 Completion of 0+ and 0- dialed local calls;

6.1.4.3.3.2 Completion of 0+ intraLATA toll calls;

6.1.4.3.3.3 Completion of calls that are billed to a calling card, with the exception of calls billed to proprietary cards, and MCI_m shall designate to Bell Atlantic the acceptable types of special billing;

6.1.4.3.3.4 Completion of person-to-person calls;

6.1.4.3.3.5 Completion of collect calls;

6.1.4.3.3.6 The capability for callers to bill to a third party and complete such calls;

6.1.4.3.3.7 Completion of station-to-station calls;

6.1.4.3.3.8 The processing of emergency calls;

6.1.4.3.3.9 The processing of Line Status Verification and Verification and Call Interrupt requests;

6.1.4.3.3.10 The processing of operator-assisted Directory Assistance calls;

6.1.4.3.3.11 Provision of rate quotes;

6.1.4.3.3.12 The processing of time-and-charges requests; and

6.1.4.3.3.13 The routing of 0- traffic directly to a "live" operator team.

6.1.4.3.3.14 When requested by MCI_m and commencing on availability, Bell Atlantic shall provide when Technically Feasible, credit on Operator Services calls as provided to Bell Atlantic subscribers or shall instruct MCI_m subscribers to call a toll free number for MCI_m customer service to request a credit. Bell Atlantic shall provide one toll free number for business subscribers and another for residential subscribers.

6.1.4.3.3.15 Caller assistance for the disabled; and

6.1.4.3.3.16 Provision of operator-assisted conference calling, when Technically Feasible.

6.1.4.4 Operator Service shall provide to the extent Technically Feasible MCI_m's local service rates when providing rate quote and time-and-charges services when branding MCI_m services pursuant to Section 6.1.4.3.2.

6.1.4.5 Bell Atlantic shall exercise at least the same level of fraud control in providing Operator Service to MCI_m that Bell Atlantic provides for its own Operator Service.

6.1.4.6 Bell Atlantic 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.

6.1.4.7 Bell Atlantic shall refer subscriber account and other similar inquiries to the subscriber service centers reasonably designated in advance by MCI_m from time to time.

6.1.4.8 Line Status Verification and Call Interrupt (LSV/CI)

6.1.4.8.1 Bell Atlantic shall permit MCI_m to connect its local Operator Service to Bell Atlantic's LSV/CI systems to enable MCI_m to perform BLV/BLI services.

6.1.4.8.2 Bell Atlantic shall engineer its LSV/CI facilities to accommodate the anticipated volume of BLV/BLI requests during the busy hour. MCI_m may, from time to time, provide its anticipated volume of BLV/BLI requests to Bell Atlantic. In those instances when the LSV/CI systems become unavailable, Bell Atlantic shall inform MCI_m as soon as practicable.

6.1.4.9 Where INP is deployed and when a BLV/BLI request for a ported number is directed to a Bell Atlantic operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall if Technically Feasible confirm whether the number has been ported and shall direct the request to the appropriate operator.

6.1.4.10 Bell Atlantic shall allow MCI_m to order provisioning of telephone line number (TLN) calling cards and billed number screening (BNS), in its LIDB, for ported numbers, as agreed by the Parties. Bell Atlantic shall continue to allow MCI_m reasonable access to its LIDB for this purpose.

6.1.5 Directory Assistance and Listings Service Requests

6.1.5.1 These requirements pertain to Bell Atlantic's Directory Assistance and listings service request process that enables MCI_m to (a) submit MCI_m subscriber information for inclusion in Bell Atlantic Directory Assistance and Directory Listings databases; (b) submit MCI_m subscriber information for inclusion in published directories; and (c) provide MCI_m

subscriber delivery address information to enable Bell Atlantic to fulfill directory distribution obligations.

6.1.5.1.1 Bell Atlantic shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service request standards as soon as practicable.

6.1.5.1.2 Bell Atlantic shall migrate Directory Listing in accordance with OBF industry standards when developed.

6.1.5.1.3 Bell Atlantic shall enable MCI_m to electronically transmit multi-line listing orders.

6.1.5.1.4 Bell Atlantic shall provide MCI_m with a daily summary of completed Directory Service requests in accordance with OBF industry standards when developed.

6.1.5.1.5 To facilitate accurate order processing, Bell Atlantic shall provide to MCI_m the following information to the same extent and in the same manner and frequency as provided to Bell Atlantic customer service centers:

6.1.5.1.5.1 A matrix of NXX to Central Office;

6.1.5.1.5.2 Yellow pages heading codes;

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

6.1.5.1.5.4 Listing format rules;

6.1.5.1.5.5 Listing alphabetizing rules;

6.1.5.1.5.6 Standard abbreviations acceptable for use in listings and addresses;

6.1.5.1.5.7 Titles and designations; and

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

6.1.5.1.6- Based on changes submitted by MCI_m as required by Bell Atlantic, Bell Atlantic shall update and maintain Directory Assistance and Directory Listings data for MCI_m subscribers who:

6.1.5.1.6.1 Disconnect Service;

6.1.5.1.6.2 Change carrier;

6.1.5.1.6.3 Install Service;

6.1.5.1.6.4 Change any service which affects DA information;

6.1.5.1.6.5 Specify Non-Solicitation; or

6.1.5.1.6.6 Are Non-Published, Non-Listed, or Listed.

6.1.6 Directory Listings General Requirements

6.1.6.1 This Section 6.1.6 pertains to listings published by Bell Atlantic in white/yellow pages, specialty directories or other printed or electronic formats containing such information. The provisions of this Section 6.1.6 shall apply to Bell Atlantic, and Bell Atlantic shall be responsible for compliance therewith, notwithstanding any arrangement between Bell Atlantic and another party (including an Affiliate of Bell Atlantic) whereby the other Party publishes or produces directories and associated products on Bell Atlantic's behalf.

6.1.6.2 Bell Atlantic shall include in its master subscriber system database list information for MCI_m subscribers as agreed by the Parties.

6.1.6.3 Upon receipt of written instructions from MCI_m with respect to all MCI_m subscriber listings, or from an MCI_m subscriber with respect to that subscriber's listing, Bell Atlantic shall not sell or license, nor allow any third party, the use of MCI_m subscriber listings. In the absence of such instructions, Bell Atlantic may sell or license such listings in the same manner as it does listings of Bell Atlantic subscribers. All revenues associated with the sale or license by Bell Atlantic of MCI_m subscriber listings shall be retained by Bell Atlantic. Bell Atlantic 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.

6.1.6.4 MCI_m subscriber listings, including State, Local, and Federal government listing, shall be interfiled with listings of Bell Atlantic and other CLEC subscribers.

6.1.6.5 Each MCI_m subscriber account number shall be provided the same white page basic listings that Bell Atlantic provides its subscribers.

6.1.6.6 Each MCI_m business subscriber account shall be provided the same yellow page basic listings that Bell Atlantic provides its subscribers.

6.1.6.7 Primary listings for all MCI_m subscribers shall be at Parity. Bell Atlantic shall make commercially reasonable efforts to develop a methodology to include MCI_m subscribers' listings in multiple directories covering the same geographic area at Parity.

6.1.6.8 As agreed by the Parties, MCI_m sales, service, billing, and repair information for business and residential subscribers, along with MCI_m logo, shall be included in the customer guide pages. The information required by this section shall be included in a form and font size substantially similar to that attached as Exhibit A of its Attachment VIII and shall be in the same section of the telephone directory in which Bell Atlantic lists its own similar information. All CLEC listings shall be placed alphabetically based on the name under which CLEC ordinarily conducts business. There shall be no charge for the basic listing contemplated by this section. However, Bell Atlantic may impose a Non-Discriminatory charge for additional enhancements or changes to this information, or for other information that Bell Atlantic may agree to include.

6.1.6.9 Bell Atlantic and MCI_m agree to mutually develop a process whereby MCI_m can review and correct subscriber Directory Listings.

6.1.6.10 Charges for additional and foreign white page listings ordered by MCI_m should be billed to MCI_m and itemized at the subscriber billing telephone number level.

6.1.6.11 Bell Atlantic shall distribute appropriate primary alphabetical and classified directories (white and yellow pages) to MCI_m subscribers at Parity: 1) upon establishment of new service; 2) during annual mass distribution; and 3) upon subscriber request. Bell Atlantic shall provide MCI_m its policy on the number of telephone directories provided at no charge to the customer.

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

6.1.6.13 Upon request, and at no charge, Bell Atlantic shall provide, or ensure a third party provides, reasonable quantities of directories for MCIIm's internal use to cover areas in which MCIIm is an authorized CLEC.

6.1.6.14 The directory cover shall state that it includes listings for all local telephone companies.

6.1.6.15 Bell Atlantic shall make available current recycling services to MCIIm subscribers under the same terms and conditions that Bell Atlantic makes such services available to its own subscribers.

6.1.7 Directory Assistance Data

6.1.7.1 Bell Atlantic will provide to MCIIm, and MCIIm will pay Bell Atlantic 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.

DATE: November 10, 1999

SUBJECT: A-310814F0002

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *J.M.*

DOCKETED

NOV 12 1999

DOCUMENT
FOLDER

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

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

Enclosed is a copy of the notice that we provided to
the Pennsylvania Bulletin to be published on November 27,
1999. Comments are due on or before 10 days after the
publication of this notice.

This matter is assigned to your Office for
appropriate action.

Attachment

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

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

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

Docket Number: A-310814F0002

DOCKETED

NOV 12 1999

Bell Atlantic-Pennsylvania, Inc. and US LEC of Pennsylvania, Inc., by its counsel, filed on November 5, 1999, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

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

**DOCUMENT
FOLDER**

EEF

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

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