

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



October 3, 2000

1717 Arch Street, 32NW
Philadelphia, PA 19103

Phone 215.963.6004
Fax 215.563.2658
Daniel.Monagle@verizon.com

VIA FEDERAL EXPRESS

DOCUMENT
FOLDER RECEIVED

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

OCT 03 2000

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Petition of Verizon Pennsylvania Inc. and MVX.COM
Communications, Inc. for Approval of an Interconnection Agreement

A-310872

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Joint Petition of Verizon Pennsylvania Inc. and MVX.COM Communications, Inc. for Approval of an Interconnection Agreement between Verizon and MVX.COM Communications, Inc.

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

Very truly yours,

Daniel E. Monagle

DEM/dc

Enclosure

cc: Kristin L. Smith, Esq. (Via Federal Express)
Attached Service List

ORIGINAL

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

OCT 03 2000

JOINT PETITION OF VERIZON PENNSYLVANIA, INC.)
AND MVX.COM COMMUNICATIONS, INC. FOR)
APPROVAL OF AN INTERCONNECTION AGREEMENT)
UNDER SECTION 252(e) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PUC Docket No. A-310872

DOCKETED
OCT 12 2000

JOINT PETITION

Verizon Pennsylvania Inc. ("Verizon PA") and MVX.COM Communications, Inc. ("MVX") respectfully submit for the Commission's approval, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act")¹, the attached Interconnection Agreement dated June 16, 2000 (the "Agreement"). The Agreement provides for the interconnection of the two companies' networks and makes available to MVX access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Verizon PA. Verizon PA and MVX respectfully request that the Commission act within the 90 days specified by the 1996 Act and approve the Agreement.

In support of this request, Verizon PA and MVX state as follows:

DOCUMENT
FOLDER

THE PARTIES

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

2. MVX is a competitive local exchange carrier that is authorized to provide local telephone service in Pennsylvania consistent with appropriate legal requirements established by the Commission.

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

THE AGREEMENT

3. MVX has exercised its right under Section 252 (i) of the 1996 Act to opt into the BA-PA / MCImetro Access Transmission Services, Inc. Interconnection Agreement dated July 8, 1997 and revised as of July 29, 1997, which the Commission approved on September 3, 1997 in Docket No. A-310236F0002. An Amendment No. One to the MCImetro agreement was filed on March 8, 1999, which amendment is effective under Section 252 of the Act. The BA-PA / MVX agreement is based on that approved amended agreement .

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

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

- (i) Reciprocal compensation for terminating local traffic at rates of \$.001723 or \$.002814 per minute of use, depending on where traffic is terminated on the Verizon PA and MVX networks;
- (ii) Unbundled loops -- providing MVX access to existing Verizon PA customers -- based on a rate methodology specified in the Agreement;
- (iii) Customers to retain their telephone numbers when they switch to MVX;
- (iv) Including MVX customers' primary listings in the White Pages (two listings for each residence telephone number and one listing for each business telephone number) and Yellow Pages (one listing for each business telephone number) directories;
- (v) The resale of Verizon PA telecommunications services for a wholesale discount of 18.43% or 20.69% (depending upon whether MVX provides its own operator services); and

- (vi) The continued provision of 911 services to all customers.
- (vii) Performance standards for services provided by Verizon PA to MVX equal to the level of service provided by Verizon PA to its own end-user customers and other telecommunications carriers.

COMPLIANCE WITH THE 1996 ACT

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

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

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

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

7. First, the Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(a)(i). To the contrary, any other telecommunications carrier authorized to provide local telephone service in Pennsylvania may obtain the interconnection, unbundling and resale arrangement specified in the Agreement on the same terms and conditions. Nonetheless, other carriers are not bound by the Agreement and remain free to negotiate independently with Verizon PA pursuant to Section 252 of the 1996 Act.

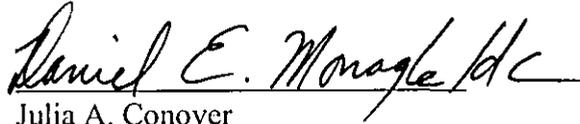
8. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii). It is an important step towards allowing MVX to compete with Verizon PA as a facilities-based local telephone service carrier for both residential and business customers.

APPROVAL OF THE AGREEMENT

9. The parties respectfully request that the Commission expedite its review of the Agreement to facilitate implementation of competition in the local exchange market. Although under Section 252(e)(4) of the 1996 Act, the Commission has 90 days to approve or reject the Agreement, the parties request that the Commission act sooner than that date if at all possible.

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

Respectfully submitted,



Julia A. Conover
Daniel E. Monagle
Verizon Pennsylvania Inc.
1717 Arch Street, 32N
Philadelphia, PA 19103
Tel. (215) 963-6001
Fax (215) 563-2658

Of Counsel
Jack H. White

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Attorney for
MVX.COM Communications, Inc.

DATED: September 27, 2000

A-310872

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

Dated as of June 16, 2000

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

MVX.COM COMMUNICATIONS, INC.

RECEIVED

OCT 03 2000

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 16th day of June, 2000 (the "Effective Date"), by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and MVX.COM Communications, Inc. ("MVX"), a California corporation with offices at 101 Rowland Way, Suite 300, Novato, California 94945 (each individually, a "Party" and, collectively, the "Parties").

WHEREAS, MVX has requested, pursuant to Section 252(i) of the Act, that BA make available to MVX Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between MCImetro Access Transmission Services, Inc. and BA, dated as of September 3, 1997, for Pennsylvania, approved by the Pennsylvania Public Utility Commission (the "Commission") under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the "Separate Agreement"); and

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

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

1.0 Incorporation of Separate Agreement and Appendix 2 by Reference

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

1.2 References in the Separate Agreement to MCImetro Access Transmission Services, Inc. or to MCI shall for purposes of this Agreement be deemed to refer to MVX.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is August 31, 2000) or (b) the Separate Agreement is otherwise terminated or expires.

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

1.5 All usage data to be provided pursuant to Sections 3.1.3.8 and 3.1.3.9 of Attachment VIII to the Separate Agreement shall be sent to the following address on behalf of MVX:

John Krug – Production Dept.
75 Rowland Way, Suite 201
Novato, CA 94945

1.6 All certificates or other proof of insurance to be sent to BA under Section 15 of Attachment VI of the Separate Agreement shall be sent to the following address:

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

1.7 Notwithstanding Attachment X to the Separate Agreement and, in lieu of the monthly performance reports set forth in Schedules B through F thereto, BA shall provide MVX with the Performance Monitoring Reports applicable to MVX in accordance with the requirements set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997.

1.8 All notices, affidavits, exemption-certificates or other communications to MVX under Section 27.7 of Part A of the Separate Agreement shall be sent to the following address:

Scott Schaefer
101 Rowland Way, Suite 300
Novato, CA 94945

1.9 All notices, affidavits, exemption-certificates or other communications to BA under Section 27.7 of Part A of the Separate Agreement shall be sent to the following address:

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

1.10 Notices to MVX under Section 14.1 of Part A of the Separate Agreement shall be sent to the following address:

Scott Schaefer
101 Rowland Way, Suite 300
Novato, CA 94945
Tel: 415-893-7180
Fax: 415-893-0569

1.11 Notices to BA under Section 14.1 of Part A of the Separate Agreement shall be sent to the following address:

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

with a copy to:

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

with a copy to:

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

1.12 The rates, charges and other terms set forth in Appendix 2 hereto shall replace and supersede in their entirety the rates, charges and other terms set forth in Table 1 of Attachment 1 to the Separate Agreement.

2.0 Clarifications

2.1 BA has advised MVX that BA disputes the applicability of the Separate Agreement's Reciprocal Compensation arrangements to traffic that is transmitted to or returned from the Internet at any point during the duration of its transmission ("Internet Traffic") (herein the "Disputed Issue"). MVX believes that the Separate Agreement's Reciprocal Compensation arrangements apply to Internet Traffic but acknowledges that the Parties disagree as to the

meaning of the Separate Agreement with respect to the Disputed Issue, and that BA's execution and delivery of this Agreement does not constitute a voluntary adoption or reaffirmation of the Separate Agreement, an admission that any provision of the Separate Agreement (or MVX's interpretation thereof) is lawful or reasonable, or a release or waiver of BA's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement or the Separate Agreement in connection with the Disputed Issue or MVX's election under 47 USC § 252(i).

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

2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

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

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

MVX.COM COMMUNICATIONS, INC.

BELL ATLANTIC - PENNSYLVANIA, INC.

By: 

By: 

Printed: W. Scott Schaefer

Printed: Jeffrey A. Masoner

Title: President & CEO

Title: Vice-President - Interconnection Services
Policy & Planning

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

Dated as of June 16, 2000

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

MVX.COM COMMUNICATIONS, INC.

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

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 16th day of June, 2000 (the "Effective Date"), by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and MVX.COM Communications, Inc. ("MVX"), a California corporation with offices at 101 Rowland Way, Suite 300, Novato, California 94945 (each individually, a "Party" and, collectively, the "Parties").

WHEREAS, MVX has requested, pursuant to Section 252(i) of the Act, that BA make available to MVX Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between MCImetro Access Transmission Services, Inc. and BA, dated as of September 3, 1997, for Pennsylvania, approved by the Pennsylvania Public Utility Commission (the "Commission") under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the "Separate Agreement"); and

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

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

1.0 Incorporation of Separate Agreement and Appendix 2 by Reference

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

1.2 References in the Separate Agreement to MCImetro Access Transmission Services, Inc. or to MCIIm shall for purposes of this Agreement be deemed to refer to MVX.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is August 31, 2000) or (b) the Separate Agreement is otherwise terminated or expires.

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

1.5 All usage data to be provided pursuant to Sections 3.1.3.8 and 3.1.3.9 of Attachment VIII to the Separate Agreement shall be sent to the following address on behalf of MVX:

John Krug - Production Dept.
75 Rowland Way, Suite 201
Novato, CA 94945

1.6 All certificates or other proof of insurance to be sent to BA under Section 15 of Attachment VI of the Separate Agreement shall be sent to the following address:

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

1.7 Notwithstanding Attachment X to the Separate Agreement and, in lieu of the monthly performance reports set forth in Schedules B through F thereto, BA shall provide MVX with the Performance Monitoring Reports applicable to MVX in accordance with the requirements set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997.

1.8 All notices, affidavits, exemption-certificates or other communications to MVX under Section 27.7 of Part A of the Separate Agreement shall be sent to the following address:

Scott Schaefer
101 Rowland Way, Suite 300
Novato, CA 94945

1.9 All notices, affidavits, exemption-certificates or other communications to BA under Section 27.7 of Part A of the Separate Agreement shall be sent to the following address:

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

1.10 Notices to MVX under Section 14.1 of Part A of the Separate Agreement shall be sent to the following address:

Scott Schaefer
101 Rowland Way, Suite 300
Novato, CA 94945
Tel: 415-893-7180
Fax: 415-893-0569

1.11 Notices to BA under Section 14.1 of Part A of the Separate Agreement shall be sent to the following address:

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

with a copy to:

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

with a copy to:

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

1.12 The rates, charges and other terms set forth in Appendix 2 hereto shall replace and supersede in their entirety the rates, charges and other terms set forth in Table 1 of Attachment 1 to the Separate Agreement.

2.0 Clarifications

2.1 BA has advised MVX that BA disputes the applicability of the Separate Agreement's Reciprocal Compensation arrangements to traffic that is transmitted to or returned from the Internet at any point during the duration of its transmission ("Internet Traffic") (herein the "Disputed Issue"). MVX believes that the Separate Agreement's Reciprocal Compensation arrangements apply to Internet Traffic but acknowledges that the Parties disagree as to the

meaning of the Separate Agreement with respect to the Disputed Issue, and that BA's execution and delivery of this Agreement does not constitute a voluntary adoption or reaffirmation of the Separate Agreement, an admission that any provision of the Separate Agreement (or MVX's interpretation thereof) is lawful or reasonable, or a release or waiver of BA's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement or the Separate Agreement in connection with the Disputed Issue or MVX's election under 47 USC § 252(i).

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

2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

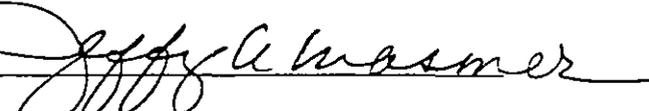
2.4 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as MVX has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting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

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

MVX.COM COMMUNICATIONS, INC.

BELL ATLANTIC - PENNSYLVANIA, INC.

By: 

By: 

Printed: W. Scott Schaefer

Printed: Jeffrey A. Masoner

Title: President & CEO

Title: Vice-President - Interconnection Services
Policy & Planning

APPENDIX 1

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**MCImetro/Bell Atlantic
INTERCONNECTION AGREEMENT 1997**

This MCImetro/Bell Atlantic Interconnection Agreement (the "Agreement"), effective on the date the Pennsylvania Public Utility Commission approves this Agreement, is entered into by and between MCImetro Access Transmission Services, Inc. ("MCIIm"), a Delaware corporation, and Bell Atlantic-Pennsylvania, Inc. ("Bell Atlantic" or "BA"), a Pennsylvania corporation, to establish the rates, terms and conditions for the purchase and provision of Local Interconnection, Local Resale, unbundled Network Elements and other services, all as set forth in this Agreement (individually referred to as the "service" or collectively as the "services") for the purpose of the purchasing Party's provision of Telephone Exchange Service, Exchange Access Service, and/or Telecommunications Services.

WHEREAS, on February 8, 1996, the Communications Act of 1934, 47 U.S.C. § 151, *et seq.*, (the "Act") was amended by the Telecommunications Act of 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers and Local Exchange Carriers; and

WHEREAS, the Parties are Telecommunications Carriers and Local Exchange Carriers; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Incumbent Local Exchange Carriers, and Bell Atlantic is an Incumbent Local Exchange Carrier; and

WHEREAS, the Parties wish to interconnect their local exchange networks for the provision of Telephone Exchange Service, for the transmission and termination of local calls, so that subscribers of each can receive local calls that originate on the other's network and place local calls that terminate on the other's network, and for use in the provision of Exchange Access Service ("Local Interconnection"); and

WHEREAS, MCIIm wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and Bell Atlantic is willing to provide such service; and

WHEREAS, MCIIm wishes to purchase on an unbundled basis Network Elements, and to use such services for the provision of Telecommunications Services to others, and Bell Atlantic is willing to provide such services on the terms set forth herein; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Act, the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Pennsylvania Public Utility Commission (the "Commission");

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, and intending to be legally bound by this Agreement, the Parties hereby covenant and agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, consisting of Parts A, B and C, specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale and Network Elements. This PART A sets forth the general terms and conditions governing this Agreement. Capitalized terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. PART C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Local Resale
- III. Network Elements
- IV. Interconnection
- V. Collocation
- VI. Rights of Way
- VII. Number Portability
- VIII. Business Process Requirements
- IX. Security Requirements
- X. Performance Reporting

1.2 Bell Atlantic shall provide the services in any Technically Feasible Combination requested by MCI, pursuant to the terms of this Agreement and in accordance with the requirements of Applicable Law, or where appropriate, the Bona Fide Request ("BFR") process set forth in Section 25 (BFR Process for Further Unbundling) of Part A, except that Local Resale shall be provided pursuant to Attachment II. Neither Party shall discontinue or refuse to provide any service provided or required hereunder, except in accordance with the terms hereof, without the other Party's written agreement. Bell Atlantic shall not reconfigure, reengineer or otherwise redeploy its network in a manner which would impair MCI's ability to offer Telecommunications Services in the manner contemplated by this Agreement, the Act or the FCC's Rules and Regulations without providing notice of Network Changes in accordance with the Act and FCC Rules and Regulations.

1.3 The Parties acknowledge that some of the services, facilities and arrangements provided pursuant to this Agreement are or will be available under and subject to the

terms of the federal or state Tariffs of the Party providing them. To the extent that a Tariff of a Party applies to any service, facility or arrangement provided pursuant to this Agreement, the following shall apply:

1.3.1 The rates and charges set forth in Attachment I shall remain fixed for the term of this Agreement or until superseded by such rates (whether interim or permanent) as may be applied by the Commission, notwithstanding that either of such rates may be different from those set forth in any effective, pending or future Tariff of the providing Party, (including any changes or modifications to any such Tariff--or any new Tariff--filed after the Effective Date of this Agreement); provided, however, this Section 1.3.1 shall remain subject to Section 1.3.3.

1.3.2 This Agreement and any applicable Tariffs of either Party shall be construed whenever possible to avoid any conflict between them. The fact that a condition, term, right or obligation appears in the Agreement and not in a Tariff, or in a Tariff but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.3.

1.3.3 Any change or modification to any Tariff (including any Tariff filed after the Effective Date hereof) filed by either Party that materially and adversely impacts the provision or receipt of services hereunder or which materially and adversely alters the terms hereof shall only be effective against the other Party to the extent permitted by: (i) that Party's written consent; or (ii) an affirmative order of the Commission. Each Party shall file any required Tariff revisions, modifications or amendments in order to comply with Applicable Law and to continue performance of this Agreement in a lawful manner.

1.4 Construction

1.4.1 For purposes of this Agreement, certain terms have been defined in Part B or elsewhere in this Agreement. These terms will have the meanings stated in this Agreement, which may differ from, or be in addition to, the normal definition of the defined word. A defined word intended to convey the meaning stated in this Agreement is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning stated in the Act.

1.4.2 Unless the context clearly indicates otherwise, any defined term which is defined or used in the singular shall include the plural, and any defined term which is defined or used in the plural shall include the singular.

1.4.3 The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party.

1.4.4 Conflicts among terms in Parts A and B of this Agreement, the Attachments and the Exhibits thereto, and the Tariffs shall be resolved in accordance with the following order of precedence, where the document identified in Subsection "(i)" shall have the highest precedence: (i) Parts A and B of this Agreement; (ii) the Attachments and the Exhibits thereto; and (iii) the Tariffs. The fact that a matter is addressed in one of these documents, but not in another, shall not constitute a conflict for purposes of this Section 1.4.4.

Section 2. Regulatory Approvals

2.1 The Parties shall promptly submit this Agreement, and any amendment or modification hereof, to the Commission for approval in accordance with Section 252 of the Act. Following such submission, the Parties shall submit the Agreement to any other applicable governmental entity for any requisite approvals. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 In the event the FCC or the Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially reduce or alter the services required by statute or regulations and embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 24 (Dispute Resolution Procedures) hereof.

2.3 The Parties intend that any services requested by either Party relating to the subject matter of this Agreement that are not offered hereunder will be incorporated into this Agreement by amendment upon agreement by the Parties.

2.4 In the event that any legally effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCI or Bell Atlantic to perform any material terms of this Agreement, MCI or Bell Atlantic may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding or has otherwise become legally effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required.

2.5 When this Agreement is filed with the Commission for approval, the Parties will request that the Commission: (a) approve the Agreement, and (b) refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

2.6 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other governmental approvals, that may be required in connection with the performance of its respective obligations under this Agreement.

Section 3. Term of Agreement

3.1 This Agreement shall become effective as of the Effective Date stated above and, except as otherwise provided in this Agreement, shall remain in effect until August 31, 2000, and thereafter until terminated as provided in this Agreement. At least one hundred eighty (180) days before the term expires, either Party shall file with the Commission any request for an extension of that term, and shall on the same day provide notice to the other Party. At least one hundred fifty (150) days before the term expires, the other Party shall respond to the requested extension. If for any reason a new agreement has not been reached by the end of the three-year term, the existing interconnection agreement shall continue, month-to-month, under the same terms and conditions, subject to a true-up, until resolved by the Commission.

3.2 This Agreement shall be effective between the Parties as of the Effective Date, notwithstanding the pendency of proceedings challenging the Commission's approval of the Agreement.

3.3 Each Party recognizes that the services being provided under this Agreement at the time of its termination may need to be continued without interruption thereafter, and that upon such termination, either Party may itself provide or retain another vendor to provide comparable services. Each Party agrees to cooperate in an orderly and efficient transition to the other Party or another vendor such that the level and quality of the services are not degraded, and to exercise reasonable efforts to effect an orderly and efficient transition.

3.4 Unless a service is required to be offered by a Party under Applicable Law, either Party may terminate any service provided under this Agreement upon thirty (30) days prior written notice to the other Party unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply. Upon termination of its purchase of a service by the purchasing Party, the purchasing Party shall pay any applicable termination charges specified in this Agreement. Upon termination of a Local Resale service by Bell Atlantic, MCI shall be entitled to continue providing the terminated service to MCI's subscribers on a grandfathered basis to the same extent, and subject to the same terms and conditions, as would apply to such subscribers if they had been subscribers of Bell Atlantic for the terminated service at the time the service is terminated, and Bell Atlantic shall continue to provide such services to MCI on the same basis.

3.5 Following the expiration of this Agreement, this Agreement shall remain in effect as to any Expiring Service for the remainder of any contract period applicable to such Expiring Service at the time of the expiration of this Agreement. If an Expiring Service

is terminated prior to the expiration of the contract period applicable to such Expiring Service, MCI shall pay any termination charge provided for in this Agreement, in an applicable Tariff, or in the contract applicable to the Expiring Service. Following expiration of the applicable contract period for an Expiring Service, the Expiring Service, until terminated, shall be subject to: (i) any effective agreement superseding this Agreement; or (ii) to the extent such Expiring Service is not covered by such superseding agreement, applicable Tariffs. For the purposes of this Section 3.5, "Expiring Service" means: (a) any Local Resale service that, upon expiration of the term of this Agreement, is being provided under this Agreement and is subject to a remaining contract period greater than one (1) month; or (b) any Local Resale service: (i) for which an order has been submitted and accepted pursuant to this Agreement prior to the expiration of this Agreement but such service is not being provided at the expiration of this Agreement; and (ii) that is subject to an initial contract period which is greater than one (1) month.

Section 4. Charges and Payment

4.1 In consideration of the services provided under this Agreement, the purchasing Party shall pay the charges set forth in Attachment I. The billing and payment procedures for charges incurred by a purchasing Party hereunder are set forth in Attachment VIII.

Section 5. Assignment

5.1 Any assignment or delegation by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void (except the assignment of a right to moneys due or to become due). A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors-in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

5.2 If any obligation of either Party is performed by a subcontractor or Affiliate, such Party shall remain fully responsible for the performance of this Agreement in accordance with its terms.

Section 6. Compliance with Laws

6.1 Each Party shall perform terms, conditions and operations under this Agreement in a manner that complies with all Applicable Law, including all regulations and judicial or regulatory decisions of all duly constituted governmental authorities of competent jurisdiction. Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other in obtaining and maintaining any approvals required by this Section. In the event the Act or FCC Rules and Regulations

applicable to this Agreement are held invalid, this Agreement shall survive, and the Parties shall promptly renegotiate any provisions of this Agreement which, in the absence of such invalidated Act, Rule or Regulation, are insufficiently clear to be effectuated.

6.2 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.

Section 7. Governing Law

7.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties, shall be governed by the Act and the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws rules.

Section 8. Relationship of Parties

8.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement.

8.2 Each Party retains full control over the employment, direction, compensation and discharge of all of its employees, agents and contractors assisting in the performance of its obligations under this Agreement. Each Party will be solely responsible for all matters relating to payment of its employees, agents and contractors, and payment of Social Security and other taxes in association with such employees, agents and contractors, and withholding and remittance of taxes from such employees, agents and contractors.

8.3 Nothing contained within this Agreement shall:

8.3.1 Make either Party the agent, servant or employee, of the other Party;

8.3.2 Grant either Party the authority to enter into a contract on behalf of, or otherwise legally bind, the other Party in any way;

8.3.3 Create a partnership, joint venture, or other similar relationship between the Parties; or

8.3.4 Grant to either Party a franchise, distributorship, or similar interest.

8.4 The relationship of the Parties under this Agreement is a non-exclusive relationship. Each Party shall have the right:

8.4.1 To provide services to be provided by it under this Agreement to persons other than the other Party; and

8.4.2 To purchase services which can be purchased by it under this Agreement from persons other than the other Party.

Section 9. No Third Party Beneficiaries

9.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide any third parties (including, but not limited to, subscribers or subcontractors of a Party) with any right, remedy, claim, reimbursement, cause of action, or other privilege. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent either Party from providing its Telecommunications Services to any entities.

Section 10. Intellectual Property Rights

10.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use a Party's patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

10.2 Bell Atlantic shall indemnify MCIIm with respect to MCIIm's use, pursuant to the terms of this Agreement, of intellectual property associated with any new Bell Atlantic network equipment or software acquisitions. Bell Atlantic warrants that it will not enter into any licensing agreements with respect to new Bell Atlantic network equipment or software acquisitions that contain provisions that would disqualify MCIIm from using or interconnecting with such network equipment or software pursuant to the terms of this agreement. Bell Atlantic also warrants that it has not and will not intentionally modify any existing licensing agreements for existing network equipment or software in order to disqualify MCIIm from using or interconnecting with such network equipment or software pursuant to the terms of this agreement. To the extent that the providers of equipment or software in Bell Atlantic's network provide Bell Atlantic with indemnities covering intellectual property liabilities and those indemnities allow a flow through of protection to third parties, Bell Atlantic shall flow those indemnity protections through to MCIIm. Bell Atlantic will inform MCIIm of any pending or threatened intellectual property claims relating to Bell Atlantic's network of which Bell Atlantic is aware and will update that notification periodically as needed, so that MCIIm receives maximum notice of any intellectual property risks it might want to address. Notwithstanding any part of this Section 10, MCIIm retains the right to pursue legal remedies against Bell Atlantic if Bell Atlantic is at fault in causing intellectual property liability to MCIIm.

10.2.1 For purposes of Section 10.2, Bell Atlantic's obligation to indemnify shall include the obligation to indemnify and hold MCIIm harmless from and against any loss, cost, expense or liability arising out of a claim that MCIIm's use, pursuant to the terms of this Agreement, of such new Bell Atlantic network equipment or software infringes the intellectual property rights of a third party. Moreover, should any such network equipment or software or any portion thereof provided by Bell Atlantic hereunder become, or, in Bell Atlantic's reasonable opinion, be likely to become, the subject of a claim of infringement, or should MCIIm's use thereof be finally enjoined, Bell Atlantic shall, at its immediate expense and at its choice:

10.2.1.1 Procure for MCIIm the right to continue using such material; or

10.2.1.2 Replace or modify such material to make it non-infringing provided such replacement or modification is functionally equivalent.

10.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, or service mark in any product, service, advertisement, promotion, or any other publicity matter, except that nothing herein shall prohibit lawful comparative advertising or comparative marketing.

Section 11. Indemnification

11.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss") incurred by the indemnified Party to the extent that such Loss is: (a) suffered, made, instituted, or asserted by any other person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent legally caused by the acts or omissions of the indemnifying Party, regardless of the form of action; or (b) suffered, made, instituted, or asserted by the indemnifying Party's own customer(s) against the indemnified Party arising out of the indemnified Party's provision of services to the indemnifying Party under this Agreement, except to the extent the Loss arises from a breach of this Agreement by the indemnified Party. Notwithstanding the foregoing indemnification, nothing in this Section 11 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws.

11.2 MCIIm shall indemnify, defend and hold harmless Bell Atlantic, Bell Atlantic's Affiliates, and the directors, officers and employees of Bell Atlantic and Bell Atlantic's Affiliates, from and against any claim, demand, suit, action, judgment, liability, damage or loss (including reasonable costs, expenses and attorneys' fees on account thereof), that arises out of or results from: (i) MCIIm's negligent use or occupancy of a Bell Atlantic

NID; (ii) wiring, facilities, equipment or other apparatus, negligently installed by MCI in or on a Bell Atlantic NID, or negligently connected by MCI to a Bell Atlantic NID; or (iii) the negligent acts or omissions of MCI, MCI's Affiliates, or the employees, agents or contractors of MCI or MCI's Affiliates, in connection with a Bell Atlantic NID. Where the NID is not used by Bell Atlantic or another Telecommunications Carrier (except MCI) to provide service to the premise, MCI shall have the burden, as between Bell Atlantic and MCI, to rebut the presumption that the claim, demand, suit, action, judgment, liability, damage or loss arises from wiring, facilities, equipment or other apparatus, negligently installed by MCI in or on a Bell Atlantic NID, or negligently connected by MCI to a Bell Atlantic NID. For the purposes of this Section 11.2, references to "negligence" or "negligently" shall be read to also encompass acts of gross negligence and/or intentional misconduct.

11.3 The indemnification provided herein shall be conditioned upon:

11.3.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification, provided that failure to notify the indemnifying Party shall not relieve it of any liability it might otherwise have under this Section 11 to the extent it was not materially prejudiced by such failure of notification.

11.3.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event the indemnifying Party does not accept the defense of any such action, the indemnified Party shall have the right to employ counsel for its own defense at the expense of the indemnifying Party.

11.3.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

11.3.4 In any action for which indemnity is sought, the indemnified Party shall assert any and all provisions in applicable Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of applicable limitations of liability.

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

Section 12. Limitation of Liability

12.1 Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not

be limited by the provisions of this Section 12 in the event of its willful or intentional misconduct, including gross negligence. Bell Atlantic shall be liable to MCIm for lost revenues resulting from Bell Atlantic's breach of this Agreement only to the same extent that Bell Atlantic's Tariffs provide liability for Bell Atlantic end user subscribers' revenue losses. A Party's liability shall not be limited with respect to its indemnification obligations.

Section 13. Warranties

13.1 As more specifically set forth herein, each Party shall perform its obligations hereunder at Parity, as defined in Part B of this Agreement, which definition is intended to embody the performance provisions set forth in 47 U.S.C. § 251, and any implementing regulations thereunder, as those provisions may apply to the Party and obligation in question.

13.2 As more specifically set forth in Attachment II, Bell Atlantic shall provide Local Resale at Parity.

13.3 As more specifically set forth in Attachment III, Bell Atlantic shall provide Network Elements at Parity.

13.4 As more specifically set forth in Attachment IV, Bell Atlantic shall provide Interconnection at Parity and on a Non-Discriminatory Basis. MCIm shall provide Interconnection on a Non-Discriminatory Basis.

13.5 As more specifically set forth in Attachment V, Bell Atlantic shall provide Collocation in accordance with the legally effective rules, regulations and orders of the FCC and the Commission.

13.6 As more specifically set forth in Attachment VI, Bell Atlantic shall provide Non-Discriminatory access to poles, ducts, conduits, and ROW owned or controlled by Bell Atlantic, in accordance with the requirements of section 224 of the Act and legally effective rules, regulations and orders of the FCC and the Commission.

13.7 As more specifically set forth in Attachment VII, Bell Atlantic and MCIm shall provide Interim Number Portability and Number Portability in accordance with the legally effective rules, regulations and orders of the FCC and the Commission.

13.8 As more specifically set forth in Attachment VIII, Bell Atlantic and MCIm shall meet Business Process Requirements.

13.9 As more specifically set forth in Attachment VIII, Bell Atlantic shall provide Non-Discriminatory access to telephone numbers for as long as Bell Atlantic remains the code administrator for the North American Numbering Plan.

13.10 As more specifically set forth in Attachment VIII, Bell Atlantic and MCI shall provide dialing parity in accordance with the legally effective rules, regulations and orders of the FCC and the Commission.

13.11 As more specifically set forth in Attachment IX, Bell Atlantic and MCI shall meet security requirements, to the extent applicable to the security requirement in question.

13.12 As more specifically set forth in Attachment X, Bell Atlantic shall provide performance reporting.

EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES WITH RESPECT TO ITS SERVICES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR IN LAW. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE A PARTY'S EXCLUSIVE WARRANTIES WITH RESPECT TO ITS SERVICES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR IN LAW. EACH PARTY DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH RESPECT TO ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST INFRINGEMENT.

Section 14. Notices

14.1 Except as otherwise provided herein, or where context or services dictate that immediate notice be given, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To MCI: MCImetro Access Transmission Services, Inc.
 Attention: Vice President
 1650 Tysons Boulevard
 McLean, VA 22102

Copy to: General Counsel
 MCI Communications Corporation
 1801 Pennsylvania Ave., N.W.
 Washington, DC 20006

To Bell Atlantic: Bell Atlantic Network Services, Inc.
 Attention: Director, Interconnection Initiatives
 1320 North Courthouse Road, 9th Floor
 Arlington, VA 22201

Copy to: Legal Department
 Bell Atlantic Network Services, Inc.
 Attention: Counsel, Carrier Services
 1320 North Courthouse Road, 8th Floor
 Arlington, VA 22201

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 14.

Section 15. Technical References

15.1 The Parties agree that the Bell Atlantic technical references set forth in Appendix I to this Part A (Technical Reference Schedule) provide the current technical specifications for the services offered by Bell Atlantic under this Agreement. Bell Atlantic reserves the right with reasonable notification to revise its technical references for any reason including, but not limited to, laws or regulations, conformity with updates and changes in standards promulgated by various agencies, utilization of advances in the state of technical arts, or the reflection of changes in the design of any facilities, equipment, techniques, or procedures described or referred to in the technical references. Notification of changes that are made to the underlying Bell Atlantic services will be made in conformance with the requirements of Section 251(c)(5), Notice of Changes, of the Act, and the FCC's Rules and Regulations. The Parties acknowledge that the general technical references set forth below contain certain generally accepted industry guidelines for particular interface and performance parameters for telecommunications equipment used by LECs in the United States. Such accepted technical references may be used by LECs to specify suitable equipment and facilities components for use in their respective networks, to assure interoperability between components that collectively comprise such networks, and to specify the interface characteristics and typical end-to-end performance of certain services.

15.2 The Parties acknowledge that they and their vendors and suppliers derive guidance from such technical references, and make reasonable efforts to conform to them. Requests for specific performance, functionality, or capabilities not applied in a Party's network should be handled using the BFR process set forth in Section 25 (BFR Process for Further Unbundling) of this Part A.

15.3 If one or more of the technical requirements set forth in Appendix I are in conflict, the Parties shall reasonably agree on which requirement shall apply.

15.4 The Parties agree that they each intend, to the extent technically feasible and commercially reasonable, to conform generally to industry standards applicable to the Parties set by the OBF, within a reasonable time after publication of final standards. With respect to OBF and other industry standards, the Parties agree that they will negotiate in good faith the applicability, technical feasibility and commercial

reasonableness for implementation of such standards for services and arrangements under the Agreement.

Section 16. Remedies

16.1 The obligations of the Parties and the services offered under this Agreement may be unique. Accordingly, in addition to any other available rights or remedies, either Party may sue in equity for specific performance.

16.2 In the event either Party fails to switch a subscriber to the other Party's service as requested through a service request from the other Party, within any applicable intervals set forth in this Agreement or required by Applicable Law, or erroneously switches the other Party's subscriber away from that Party, then such act (including the continued provision of Telecommunications Services to such subscriber by the Party erroneously switching or failing to switch) shall be deemed an improper change in subscriber carrier selection commencing with the time at which such Party erroneously failed to switch such subscriber, or erroneously switched such subscriber. If such an improper change in subscriber carrier selection should occur, the rights and obligations of the Parties shall be determined in accordance with the regulations pertaining to such conduct on the part of Interexchange Carriers as set forth in the FCC's Rules and Regulations, Part 64, Subpart K, as these may be amended from time to time. For the purpose of this Section, Bell Atlantic shall be deemed an Interexchange Carrier.

16.3 At such time as the FCC or other competent regulatory body adopts regulations implementing 47 U.S.C. Section 258 or otherwise adopt regulations applicable to illegal or improper changes in local service, then such regulations shall supersede those applicable to Interexchange Carriers for the purposes of this Section 16.

16.4 Unless otherwise specifically provided hereunder, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity.

Section 17. Waivers

17.1 A failure or delay of either Party (including any course of dealing or course of performance) to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

17.2 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 18. Survival

18.1 Any liabilities or obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, any obligation of a Party under any provision for indemnification or defense (including, but not limited to, any of Sections 10, 11, 12, 23, 24, 28 and 29), Section 3, "Termination", Section 22, "Confidential Information", any provision for limitation of liability, and any obligation of a Party under any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of the Agreement, but solely to the minimum extent necessary to effectuate such provisions or complete such performance.

Section 19. Force Majeure

19.1 Except as otherwise specifically provided in this Agreement (including, by way of illustration, circumstances where a Party is required to implement disaster recovery plans to avoid delays or failure in performance and the implementation of such plans was designed to avoid the delay or failure in performance), neither Party shall be liable for any delay or failure in performance of any part of this Agreement by it caused by acts or failures to act of the United States of America or any state, district, territory, political subdivision, or other governmental entity, acts of God or a public enemy, strikes, labor slowdowns, or other labor disputes, but only to the extent that such strikes, labor slowdowns, or other labor disputes also affect the performing Party, fires, explosions, floods, embargoes, earthquakes, volcanic actions, unusually severe weather conditions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform ("Force Majeure Condition"). In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Bell Atlantic, Bell Atlantic agrees to resume performance at Parity and in a Non-Discriminatory manner.

19.2 If any Force Majeure Condition occurs, the Party whose performance fails or is delayed because of such Force Majeure Condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure Condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

19.3 Notwithstanding Section 19.1, no delay or other failure by a Party to perform shall be excused pursuant to this Section by the delay or failure of a Party's subcontractors, materialmen, or suppliers to provide products or services to the Party, unless such delay or failure is itself the product of a Force Majeure Condition, and such products or services cannot be obtained by the Party from other persons on commercially reasonable terms.

Section 20. Publicity

20.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party in connection with this Agreement, without the prior written approval of the other Party, which approval shall not be unreasonably withheld.

Section 21. Default and Termination

21.1 If a Party ("Breaching Party") materially breaches a material provision of this Agreement (other than an obligation to make payment of any amount billed under this Agreement), and such breach continues for more than thirty (30) days after written notice thereof from the other Party ("Injured Party"), then, except as otherwise required by Applicable Law, the Injured Party shall have the right, upon notice to the Breaching Party, to terminate or suspend this Agreement and/or the provision of services.

21.2 If a purchasing Party fails to make a payment of any amount billed under this Agreement by the due date stated on the providing Party's bill and such failure continues for more than thirty (30) days after written notice thereof from the providing Party, then, except as provided in Section 21.3 or as otherwise required by Applicable Law, the providing Party shall have the right, upon notice to the purchasing Party, to terminate or suspend this Agreement and/or the provision of services.

21.3 Billing Disputes.

21.3.1 If a billing dispute arises concerning any charges billed pursuant to this Agreement by a providing Party to a purchasing Party, payments withheld or paid pending settlement of the dispute shall be subject to interest at the rate set forth in Bell Atlantic's interstate access tariff.

21.3.2 If the purchasing Party pays the bill in full by the payment due date and later initiates a billing dispute pursuant to Attachment VIII, Section 3.1.9, interest will apply as follows:

21.3.2.1 If the billing dispute is resolved in favor of the purchasing Party, the purchasing Party shall receive a credit from the providing Party. This credit will be an amount equal to the disputed amount, plus interest at the rate set forth in Bell Atlantic's interstate access tariff. This amount will apply from the date of the purchasing Party's payment through the date on which the purchasing Party receives payment of the disputed amount and accrued interest from the providing Party.

21.3.2.2 If the dispute is resolved in favor of the providing Party, neither a late payment charge nor an interest charge is applicable.

21.3.3 If the purchasing Party withholds payment on the bill (in full or in part) and initiates a billing dispute pursuant to Attachment VIII, Section 3.1.9, interest will apply as follows:

21.3.3.1 If the billing dispute is resolved in favor of the providing Party, the purchasing Party shall pay the providing Party a payment equal to the amount withheld by the purchasing Party, plus interest at the rate set forth in Bell Atlantic's interstate access tariff. This amount will apply from the payment due date through the date on which the providing Party receives payment of the disputed amount and accrued interest from the purchasing Party.

21.3.3.2 If the dispute is resolved in favor of the purchasing Party, neither a late payment charge nor an interest charge is applicable.

21.4 Notwithstanding the foregoing, if a Party's material breach is for any failure to perform in accordance with this Agreement which materially and adversely affects the provision of service of the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within ten (10) days or within a period of time equivalent to the applicable interval required by this Agreement, whichever is shorter, and if the breaching Party does not, the non-breaching Party may, as its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

21.5 MCIIm may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior written notice, except with respect to termination of any particular service(s), in which case, upon thirty (30) days prior written notice. MCIIm's sole liability for such termination shall be payment of amounts due for services provided up to the date of termination, unless otherwise provided for in this Agreement or in a Tariff providing a termination liability or minimum term for a service.

21.6 In the event of any termination under this Section 21 and, if applicable, pursuant to Section 3.3, Bell Atlantic agrees to provide for an uninterrupted transition of the services Bell Atlantic is providing to MCIIm at the time of termination to MCIIm or another vendor designated by MCIIm, and MCIIm agrees to provide for an uninterrupted transition of services MCIIm is providing to Bell Atlantic at the time of termination to Bell Atlantic or another vendor designated by Bell Atlantic.

21.7 Notwithstanding any termination hereof, the Parties shall continue to comply with their obligations under the Act to provide interconnection in accordance with Applicable Law.

Section 22. Confidentiality

22.1 For the purposes of this Section 22, "Confidential Information" means the following information disclosed by one Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement:

22.1.1 All information disclosed by either Party to the other pursuant to Attachments I-X of this Agreement arising from the performance of this Agreement, including, but not limited to, books, records, documents and other information disclosed in an audit performed pursuant to this Agreement; and

22.1.2 Such other information as is identified as Confidential Information in accordance with Section 22.2.

22.2 All information which is to be treated as Confidential Information under Section 22.1.2 shall:

22.2.1 If in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and

22.2.2 If oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

22.2.3 Each Party shall have the right to correct an inadvertent failure to identify such oral information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

22.3 In addition to any requirements imposed by law, including, but not limited to, 47 U.S.C. § 222, for a period of three (3) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees:

22.3.1 To use the Confidential Information only for the purpose of performing under this Agreement, including, to the extent applicable, the planning and operation of the Recipient's network; and

22.3.2 To use the same degree of care that it uses with similar confidential information of its own, to hold the Confidential Information in confidence and to disclose it to no one other than the directors, officers and employees of the Recipient and the Recipient's Affiliates, having a need to know the Confidential Information for the purpose of performing under this Agreement.

22.4 A Recipient may disclose the Discloser's Confidential Information to a third party agent or consultant, provided that prior to such disclosure the agent or consultant has executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section 22.

22.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations and exercise its rights under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

22.6 The Recipient shall return all Confidential Information defined in Section 22.1.2 in the format in which it was received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, and/or destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If the Recipient loses or makes an unauthorized disclosure of the Discloser's Confidential Information, it shall notify the Discloser immediately and use reasonable efforts to retrieve the lost or improperly disclosed information.

22.7 The requirements of this Section 22 shall not apply to Confidential Information:

22.7.1 Which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser;

22.7.2 After it becomes publicly known or available through no breach of this Agreement by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, agents, or contractors, of the Recipient or the Recipient's Affiliates;

22.7.3 After it is rightfully acquired by the Recipient free of restrictions on its disclosure;

22.7.4 Which is independently developed by personnel of the Recipient; or

22.7.5 To the extent the disclosure is required by law, or made to a court, or governmental agency for the purpose of enforcing its rights under this Agreement; provided the Discloser has been notified of an intended disclosure promptly after the Recipient becomes aware of a required disclosure or decides to make such a voluntary disclosure to enforce its rights, the Recipient undertakes reasonable, lawful measures to avoid disclosing the Confidential Information until the Discloser has had reasonable time to seek a protective order, and the Recipient complies with any protective order that covers the Confidential Information to be disclosed.

22.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration, cancellation or termination of this Agreement shall survive such expiration, cancellation or termination.

22.9 Confidential Information shall remain the property of the Discloser, and the Discloser shall retain all of the Discloser's right, title and interest in any Confidential Information disclosed by the Discloser to the Recipient. Except as otherwise expressly provided elsewhere in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark, or copyright), nor is any such license to be implied, solely by virtue of the disclosure of any Confidential Information.

22.10 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 22 by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, agents or contractors of the Recipient or the Recipient's Affiliates, and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 22. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 22, but shall be in addition to any other remedies available at law or in equity.

22.11 The provisions of this Section 22 shall be in addition to and shall not limit, alter, define or contradict any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to protection of the confidentiality of information (whether or not defined as "Confidential Information" for purposes of this Agreement) of the Party or its customers provided by Applicable Law.

22.12 Without in any way limiting the foregoing provisions of Section 22, each Party shall comply with 47 U.S.C. § 222, any implementing rules, regulations, and orders thereunder, and other federal and state rules and regulations addressing Customer Proprietary Network Information ("CPNI") and Carrier Information. A Party shall not access (including, but not limited to, through electronic interfaces and gateways provided under this Agreement), use or disclose CPNI or other customer information unless the Party has obtained any customer authorization required by Applicable Law for such access, use and/or disclosure. By accessing, using or disclosing CPNI or other customer information, a Party represents and warrants that the Party has obtained any customer authorization required by Applicable Law for such access, use or disclosure. A Party accessing, using or disclosing CPNI or other customer information shall upon request by the other Party provide proof of any customer authorization for such access, use or disclosure, required by Applicable Law (including, copies of any written authorization). Without limiting the foregoing provisions of this Section 22, where required by 47 U.S.C. § 222, or other provision of Applicable Law, a Party shall obtain a signed letter of authorization from the applicable end user in order to obtain CPNI or other customer information from the other Party.

22.13 Each Party ("Auditing Party") shall have the right to audit the other Party ("Audited Party"), to ascertain whether the Audited Party is complying with the requirements of Applicable Law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, CPNI and other customer information, which is made available by the Auditing Party to the Audited Party under this Agreement. Any audit conducted under this Section 22.13 shall be conducted in accordance with Section 23, "Audits and Inspections". Any information disclosed by the Audited Party to the Auditing Party or the Auditing Party's employees, Agents or contractors, in an audit conducted under this Section 22.13 shall be considered to be Confidential Information under this Section 22.

22.14 To the extent permitted by Applicable Law, each Party ("Auditing Party") shall have the right to monitor the access of the other Party ("Audited Party") to CPNI and other customer information which is made available by the Auditing Party to the Audited Party under this Agreement, to ascertain whether the Audited Party is complying with the requirements of Applicable Law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, such CPNI and other customer information. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor the Audited Party's access to and use of CPNI and other customer information which is made available by the Auditing Party to the Audited Party under this Agreement through electronic interfaces or gateways, to ascertain whether the Audited Party is complying with the requirements of Applicable Law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, such CPNI and other customer information.

22.15 Nothing herein shall be construed as limiting the rights of either Party with respect to its own subscriber information under any Applicable Law, including without limitation Section 222 of the Act.

Section 23. Audits and Examinations

23.1 As applicable consistent with the provision of the relevant services or functions by a Party under this Agreement, each Party may audit the other Party's books, records and documents for the purpose of evaluating the accuracy of the other Party's bills and performance reports rendered under this Agreement. Such audits may be performed no more than a total of four (4) times in a calendar year nor more often than once every nine (9) months for a specific subject matter area; provided, that particular subject matter audits may be conducted more frequently (but no more frequently than once in each calendar quarter) if the immediately prior audit for such area found previously uncorrected net inaccuracies or errors in billing or performance reporting in favor of the audited Party having an aggregate value of at least five percent (5%) of the amounts payable by the auditing Party, or statistics reportable by the audited Party, relating to services provided by the audited Party during the period covered by the audit.

23.2 In addition to the audits described in Section 23.1, each Party may audit the other Party's books, records and documents for the purpose of evaluating compliance with CPNI where the audited Party has access to CPNI in the custody of the auditing Party pursuant to this Agreement. Such CPNI audits must be performed in a minimally disruptive fashion, and an audited Party may bring objections to the Commission, if the audits are unnecessarily intrusive and the Parties cannot resolve their disputes. Such CPNI audits may not be performed more frequently than annually; provided, however, that the frequency of CPNI audits may be increased to quarterly if violations of a Party's CPNI obligations exceeds five percent (5%) of the audit sample.

23.3 The auditing Party may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties; provided, that the auditing Party may require that the audit commence no later than sixty (60) days after the auditing Party has given notice of the audit to the other Party.

23.4 The audited Party shall promptly correct any error that is revealed in a billing audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on the audited Party's bill no later than the bill for the third full billing cycle after the Parties have agreed upon the accuracy of the audit results.

23.5 Each Party shall cooperate fully in any audits required hereunder, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the audited Party's bills or performance reports, or compliance with CPNI obligations, as appropriate.

23.6 Audits shall be performed at the auditing Party's expense, provided that there shall be no charge for reasonable access to the audited Party's employees, books, records and documents necessary to conduct the audits provided for hereunder.

23.7 Books, records, documents, and other information, disclosed by the audited Party to the auditing Party or the Auditing Party's employees, agents or contractors in an audit under this Section 23, shall be deemed to be Confidential Information under Section 22.

23.8 This Section 23 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 24. Dispute Resolution Procedures

24.1 In the event the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of this Agreement, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, pursuant to applicable procedures established by the Commission. During the Commission proceeding, each Party shall continue to perform

its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

24.2 The Parties acknowledge that the terms of this Agreement were established pursuant to an order of the Commission. Any and all of the terms of this Agreement may be altered or abrogated by a successful challenge to the Agreement (or to the order approving the Agreement) as permitted by Applicable Law. By signing this Agreement, the Parties do not waive the right to pursue such a challenge.

Section 25. Bona Fide Request Process for Further Unbundling

25.1 The Parties recognize that, because MCIIm plans to maintain a technologically advanced network, it is likely to seek further unbundling of Network Elements or the introduction of new Network Elements. Accordingly, MCIIm may request such new unbundled Network Elements or arrangements from time to time by submitting a request in writing ("Bona Fide Request" or "BFR"). Bell Atlantic shall promptly consider and analyze MCIIm's submission of a Bona Fide Request that Bell Atlantic provide: (a) a method of Interconnection or access to a Network Element not otherwise provided under this Agreement at the time of such Bona Fide Request; (b) a method of Interconnection or access to a Network Element that is different in quality to that which Bell Atlantic provides to itself, its Affiliates, or its subscribers at the time of such request; (c) Collocation at a location other than a Bell Atlantic Central Office; and (d) such other arrangement, service, or Network Element for which a Bona Fide Request is required under this Agreement. Items (a) through (d) above may be referred to individually as a "BFR Item." The Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. October 19, 1992), Paragraph 259 and Footnote 603 or subsequent orders.

25.2 A Bona Fide Request shall be submitted in writing and shall contain information required to perform a preliminary analysis of the requested BFR Item. Such information will include a technical description of each BFR Item and reasonable estimates of the number or volume requested, the location(s) of each BFR Item, and the date(s) each BFR Item is desired. MCIIm shall submit each BFR via United States Postal Service or private courier, return receipt requested.

25.3 MCIIm may cancel a Bona Fide Request at any time, but shall pay Bell Atlantic's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation; except MCIIm shall not be charged for preliminary analysis if costs do not exceed one hundred dollars (\$100). Bell Atlantic shall notify MCIIm if costs will exceed five thousand dollars (\$5,000). Bell Atlantic shall provide MCIIm with weekly status reports on the progress of its analysis and shall include the cost of such status reports in the costs of processing the BFR.

25.4 Within fifteen (15) business days after its receipt of a Bona Fide Request, Bell Atlantic shall provide to MCIIm a preliminary analysis of the BFR Item. The preliminary analysis shall respond in one of the following ways:

25.4.1 confirm that Bell Atlantic will offer the BFR Item and identify the date (no more than ninety (90) days after the date of the preliminary analysis) when Bell Atlantic will deliver a firm price proposal, including service description, pricing and an estimated schedule for availability ("Bona Fide Request Price Proposal");

25.4.2 provide a detailed explanation that such BFR Item is not technically feasible and/or that the BFR Item does not qualify as one that is required to be provided under the Act;

25.4.3 inform MCIIm that Bell Atlantic must do laboratory testing to determine whether the BFR Item is technically feasible;

25.4.4 inform MCIIm that Bell Atlantic must do field testing to determine whether the BFR Item is technically feasible;

25.4.5 inform MCIIm that it is necessary for the Parties to undertake a joint technical/operational field test in order to determine both technical feasibility and operational cost impacts of the BFR Item; or

25.4.6 request face-to-face meetings between technical representatives of both Parties to further explain the BFR Item. No later than five (5) business days following such meetings, Bell Atlantic will provide a preliminary analysis in one of the ways identified in Sections 25.4.1 through 25.4.5. Both Parties shall make reasonable efforts to schedule such meetings as expeditiously as possible.

25.5 Within ten (10) business days after receiving Bell Atlantic's preliminary analysis from Section 25.4.3, 25.4.4, or 25.4.5, MCIIm shall:

25.5.1 in the case of Sections 25.4.3 or 25.4.4, (i) negotiate a mutually agreeable, reasonably expeditious schedule for Bell Atlantic's testing, (ii) a mutually agreeable date (no more than ninety (90) days after the testing has shown the BFR Item is technically feasible) when Bell Atlantic will deliver a Bona Fide Request Price Proposal, and (iii) a mutually agreeable arrangement for sharing the testing costs; or

25.5.2 in the case of Section 25.4.5, (i) negotiate a mutually agreeable, reasonably expeditious schedule for joint technical/operational field testing, (ii) a mutually agreeable date (no more than 90 days after the testing has shown the BFR Item is technically feasible) when Bell Atlantic will deliver a Bona Fide Request Price Proposal, and a mutually agreeable arrangement for sharing the testing costs.

25.6 In handling a Bona Fide Request pursuant to Section 25.4, Bell Atlantic shall, to the extent possible, utilize information from previously developed Bona Fide Requests in order to shorten its response times. MCI may take advantage of previously canceled BFR work performed by Bell Atlantic on the same BFR Item or a substantially similar BFR Item, to the extent applicable.

25.7 Within ten (10) business days after receiving Bell Atlantic's preliminary analysis from Section 25.4.1, MCI shall:

25.7.1 accept Bell Atlantic's date to deliver a Bona Fide Request Price Proposal;

25.7.2 negotiate as expeditiously as possible a different date for Bell Atlantic to deliver a Bona Fide Request Price Proposal; or

25.7.3 cancel the Bona Fide Request.

25.8 Unless the Parties otherwise agree, a BFR Item shall be priced in accordance with Section 252(d)(1) of the Act and any applicable FCC or Commission rules, regulations, or orders. Consistent with Applicable Law, the price for each BFR Item shall include the reasonable and demonstrable costs incurred by Bell Atlantic in responding to the BFR, to the extent that Bell Atlantic has not previously been reimbursed for such costs.

25.9 Within ninety (90) days after its receipt of the Bona Fide Request Price Proposal, MCI must either place an order for such BFR Item pursuant to the Bona Fide Request Price Proposal or, if it believes such Bona Fide Request Price Proposal is inconsistent with the requirements of the Act, seek arbitration by the Commission, including the use of any available expedited procedures. If, within ninety (90) days after its receipt of the Bona Fide Request Price Proposal, MCI fails to confirm an order for such BFR Item or seek arbitration by the Commission, Bell Atlantic may treat the Bona Fide Request as canceled by MCI. If within ninety (90) days after issuance of a Commission order finding that a Bona Fide Request Price Proposal is consistent with the requirements of the Act, MCI fails to place an order for such BFR Item, Bell Atlantic may treat the Bona Fide Request as canceled by MCI.

25.10 If a Party to a Bona Fide Request believes that the other Party is not requesting, or negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission, including the use of any available expedited procedures, after giving the other Party written notice at least ten (10) days in advance.

Section 26. Branding

26.1 In all cases in which a Party has control over handling of services provided to customers of the other Party using services procured under this Agreement, the Party so

handling such services shall brand them at the points of subscriber contact as set forth in Attachment VIII.

26.2 When Bell Atlantic technicians (including Bell Atlantic contractor technicians) have contact with a customer during a premise visit on behalf of MCI, the Bell Atlantic technicians shall identify themselves as Bell Atlantic employees (or Bell Atlantic contractor employees) performing services on behalf of MCI. When a Bell Atlantic technician leaves a status card during a premise visit on behalf of MCI, the card will be a standard card used for other local service providers' customers, will be in substantially the form set forth in Exhibit A of this Part A, and will include the name and telephone number of each local service provider that elects to be listed on the card and agrees to compensate Bell Atlantic for that provider's share of Bell Atlantic's cost of printing and distributing the card. The Bell Atlantic technicians shall not leave any promotional or marketing literature for or otherwise market Bell Atlantic Telecommunications Services to the MCI customer during a premise visit on behalf of MCI, but may provide a telephone number for Bell Atlantic's customer service or sales department, in response to customer query about Bell Atlantic services.

26.3 This Section 26 shall not confer on either Party any rights to the service marks, trademarks and trade names owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by this Section 26.

Section 27. Taxes

27.1 With respect to any purchase of services under this Agreement, if any Federal, state or local government tax, fee, duty, surcharge (including, but not limited to, any 911, telecommunications relay service, or universal service fund surcharge), or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from a Purchasing Party by the Providing Party, then: (i) the Providing Party shall bill the Purchasing Party for such Tax; (ii) the Purchasing Party shall timely remit such Tax to the Providing Party; and (iii) the Providing Party shall remit such collected Tax to the applicable taxing authority.

27.2 With respect to any purchase of services under this Agreement, if any Tax is imposed by Applicable Law on the receipts of the Providing Party, which Applicable Law permits the Providing Party to exclude certain receipts received from sales of services for resale by the Purchasing Party, such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (i) shall provide the Providing Party with notice in writing in accordance with Section 27.7 of its intent to pay the Receipts Tax, and (ii) shall timely pay the Receipts Tax to the applicable taxing authority.

27.3 With respect to any purchase of services under this Agreement, that are resold by the Purchasing Party to a subscriber of the Purchasing Party, if any Tax is imposed by Applicable Law on the subscriber of the Purchasing Party in connection with its purchase

of the resold Offered Services which the Purchasing Party is required to impose and/or collect from the subscriber, then the Purchasing Party (i) shall impose and/or collect such Tax from the subscriber, and (ii) shall timely remit such Tax to the applicable taxing authority.

27.3.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and fails to collect any Tax as required by Section 27.1, then, as between the Providing Party and the Purchasing Party, (i) the Purchasing Party shall remain liable for such uncollected Tax, and (ii) the Providing Party shall be liable for any interest and/or penalty assessed on the uncollected Tax by the applicable taxing authority.

27.3.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit the Tax to the Providing Party as required by Section 27.1, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest and/or penalty assessed on the uncollected Tax by the applicable taxing authority. The Providing Party shall give timely notice to the Purchasing Party if any proposed assessment of Taxes, interest or penalties by the applicable taxing authority so as to afford the Purchasing Party an opportunity to cure any defect or inadequacy with its exemption certificate before assessment of any additional Taxes, interest or penalties is made by the taxing authority.

27.3.3 If the Providing Party does not collect a Tax because the Purchasing Party has provided the Providing Party with an exemption certificate which is later found to be inadequate by the applicable taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest and/or penalty assessed on the uncollected Tax by the applicable taxing authority.

27.3.4 Except as provided in Section 27.3.5, if the Purchasing Party fails to pay the Receipts Tax as required by Section 27.2, then, as between the Providing Party and the Purchasing Party, (i) the Providing Party shall be liable for any Tax imposed on the Providing Party's receipts, and (b) the Purchasing Party shall be liable for any Tax imposed on the Purchasing Party's receipts and any interest and/or penalty assessed by the applicable taxing authority on either the Purchasing Party or the Providing Party with respect to the Tax on the Providing Party's receipts.

27.3.5 If any discount or portion of a discount in price provided to the Purchasing Party under this Agreement (including, but not limited to, the discount provided for in Attachment I) represents Tax savings to the Providing Party which it was assumed the Providing Party would receive, because it was anticipated that receipts from sales of services (that would otherwise be subject to a Tax on such receipts) could be excluded from such Tax under Applicable Law, because the

services would be sold to a Telecommunications Services provider, and the Providing Party is, in fact, required by Applicable Law to pay such Tax on receipts from sales of services to the Purchasing Party, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either the Purchasing Party or the Providing Party with respect to the Tax on the Providing Party's receipts.

27.3.6 With respect to any Tax imposed on subscribers of the Purchasing Party that the Purchasing Party is required to collect, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such Tax and any interest and/or penalty assessed on such Tax by the applicable taxing authority.

27.4 If either Party is audited by a taxing authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

27.5 If Applicable Law clearly exempts a purchase of services under this Agreement from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of the exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with Section 27.7.

27.6 If Applicable Law appears to exempt a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (i) furnishes the Providing Party with a letter signed by an officer of the Purchasing Party requesting an exemption and citing the provision in the Applicable Law which appears to allow such exemption, and (ii) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.

27.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 27, shall be made in writing and shall be delivered personally or sent by prepaid overnight express service, and sent to the addresses stated in Section 14 and to the following:

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

To MCI: MCI Carrier Group
MCI Telecommunications Corporation
1133 19th Street, NW
Washington, DC 20036

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section 27.7. Any notice or other communication shall be deemed to be given when received.

Section 28. Responsibility for Environmental Contamination

28.1 MCI shall in no event be liable to Bell Atlantic for any costs whatsoever resulting from a violation of a federal, state or local environmental law by Bell Atlantic, its contractors or agents arising out of this Agreement (a "Bell Atlantic Environmental Violation"). Bell Atlantic shall, at MCI's request, indemnify, defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that are caused by a Bell Atlantic Environmental Violation.

28.2 Bell Atlantic shall in no event be liable to MCI for any costs whatsoever resulting from a violation of a federal, state or local environmental law by MCI, its contractors or agents arising out of this Agreement (an "MCI Environmental Violation"). MCI shall, at Bell Atlantic's request, indemnify, defend, and hold harmless Bell Atlantic, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that are caused by an MCI Environmental Violation.

28.3 In the event any suspect materials within Bell Atlantic-owned, operated or leased facilities are identified to be asbestos-containing, MCI will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such MCI activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by MCI or equipment placement activities that result in the generation or placement of asbestos containing material, MCI shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material at Bell Atlantic-owned, operated or leased facilities. Bell Atlantic agrees to immediately notify MCI if Bell Atlantic undertakes any asbestos control or asbestos abatement activities that potentially could affect MCI equipment or operations, including, but not limited to, contamination of equipment.

Section 29. Facilities

29.1 A providing Party or its suppliers shall retain all right, title and interest in, and ownership of, all facilities, equipment, software, and wiring, used to provide the

providing Party's services. During the period in which services are provided, the providing Party shall have access at all reasonable times to the purchasing Party's and the purchasing Party's customers' locations for the purpose of installing, maintaining, repairing, and inspecting all facilities, equipment, software, and wiring, used to provide the services. At the conclusion of the period in which services are provided, the providing Party shall have access at the purchasing Party's and the purchasing Party's customers' locations at all reasonable times to remove all facilities, equipment, software, and wiring used to provide the services. The purchasing Party shall, at the purchasing Party's expense, obtain any rights and authorizations necessary for such access.

29.2 Except as otherwise stated in this Agreement or agreed to in writing by a providing Party, a providing Party shall not be responsible for the installation, maintenance, repair or inspection, of facilities, equipment, software, or wiring furnished by the purchasing Party or the purchasing Party's customers for use with the providing Party's services.

Section 30. Option to Obtain Services Under Other Agreements

30.1 In accordance with the requirements of 47 U.S.C. § 252(i), each Party shall, upon written request by the other Party, make available to the requesting Party any interconnection, service, or network element provided under an agreement with a third party, and which is approved by the Commission pursuant to 47 U.S.C. § 252, upon the same terms and conditions (including prices) provided in the agreement with the third party. This Agreement shall thereafter be amended to incorporate the terms and conditions (including prices) from the third party agreement applicable to the interconnection, service, or network element that the requesting Party has elected to purchase pursuant to the terms and conditions of the third party agreement. The amended rates, terms and conditions from the third party agreement shall be effective upon: (i) amendment by the Parties, or (ii) sixty (60) days after the date of written request, whichever is earlier.

30.2 To the extent the exercise of the foregoing option requires a rearrangement of facilities by the providing Party, the requesting Party shall be liable for the non-recurring charges associated therewith, as well as for any termination charges, if any, associated with the termination of existing facilities or services.

Section 31. Other Services

31.1 This Agreement applies only to "services" as defined in this Agreement. To the extent that services subscribed to under this Agreement by a purchasing Party are interconnected to or used with other services, facilities, equipment, software, or wiring, provided by the providing Party or by other persons, such other services, facilities, equipment, software, or wiring, shall not be construed to be provided under this Agreement. Any providing Party services, facilities, equipment, software, or wiring, to be used by the purchasing Party which are not subscribed to by the purchasing Party

under this Agreement must be subscribed to by the purchasing Party separately, pursuant to other written agreements (including, but not limited to, applicable providing Party Tariffs).

31.2 Without in any way limiting Section 31.1, the Parties agree that this Agreement does not apply to the following Bell Atlantic services and products: Bell Atlantic Answer Call, Bell Atlantic Answer Call Plus, Bell Atlantic Basic Mailbox, Bell Atlantic Voice Mail, and other Bell Atlantic voice mail and voice messaging services; Bell Atlantic Optional Wire Maintenance Plan, Bell Atlantic Guardian Enhanced Maintenance Service, Bell Atlantic Sentry I Enhanced Maintenance Service, Bell Atlantic Sentry II Enhanced Maintenance Service, Bell Atlantic Sentry III Enhanced Maintenance Service, and other inside wire maintenance services; customer premises equipment; Telephone Directory advertisements (except as stated in Attachment VIII); and any service that incorporates the payphone station equipment.

31.3 Without in any way limiting Section 31.1 or Section 31.2, the Parties also agree that this Agreement does not apply to the installation, maintenance, repair, inspection, or use of any facilities, equipment, software, or wiring, located on the purchasing Party's side of the Network Rate Demarcation Point applicable to the purchasing Party and does not grant to the purchasing Party a right to installation, maintenance, repair, inspection, or use, of any such facilities, equipment, software, or wiring. Installation, maintenance, repair, inspection, or use of facilities, equipment, software, or wiring, located on the purchasing Party's side of the Network Rate Demarcation Point applicable to the purchasing Party must be contracted for by the purchasing Party separately, pursuant to other written agreements, at rates stated in such other written agreements.

Section 32. Provision and Use of Services

32.1 A Party may fulfill its obligations under this Agreement itself or may cause an Affiliate of the Party to take the action necessary to fulfill the Party's obligations; provided that a Party's use of an Affiliate to perform this Agreement shall not release the Party from any liability or duty to fulfill its obligations under this Agreement.

32.2 Except as otherwise expressly stated in this Agreement, each Party, at its own expense, shall be responsible for obtaining from governmental authorities, property owners, other Telecommunications Carriers, and any other persons or entities, all rights and privileges (including, but not limited to, Rights of Way, space and power), which are necessary for the Party to provide its services pursuant to this Agreement.

32.3 Except as otherwise provided in this Agreement, this Agreement does not prevent a purchasing Party from using the services provided by a providing Party pursuant to this Agreement in connection with other technically compatible services provided by the providing Party pursuant to this Agreement or with any services provided by the purchasing Party or a third party, provided, however, that unless otherwise provided herein, interconnection services, call transport and termination services, and unbundled

Network Elements shall be available under the terms and conditions (including prices) set forth in this Agreement and shall be used by the purchasing Party solely for purposes consistent with obligations set forth in the Act and any rules, regulations or orders thereunder.

Section 33. Selection of IntraLATA Telecommunications Service Provider

33.1 The Parties agree to apply the principles and procedures set forth in Sections 64.1100 and 64.1150 of the FCC Rules, 47 C.F.R. §§ 64.1100 and 64.1150, to the process for end user selection of an IntraLATA Telecommunications Service provider: provided that if the FCC or the Commission adopts rules governing the process for end user selection of an IntraLATA Telecommunications Service provider, the Parties shall apply such rules rather than the principles and procedures set forth in §§ 64.1100 and 64.1150.

33.2 In the event a Party ("Requesting Party") which requests the other Party to change an end user's Telecommunications Service (including, but not limited to, an end user's selection of an IntraLATA Telecommunications Service provider): (a) fails to provide documentary evidence of the end user's IntraLATA Telecommunications Service provider selection upon request; or (b) requests changes in the end user's Telecommunications Service without having obtained authorization for such change from the end user pursuant to the principles and procedures set forth in Sections 64.1100 and 64.1150 or other applicable FCC or Commission rules, the Requesting Party shall indemnify, defend and hold harmless the other Party for any resulting Claims. In addition, the Requesting Party shall be liable to the other Party for all charges that would be applicable to the end user for the initial change in the end user's Telecommunications Service and any charges for restoring the end user's Telecommunications Service to its end user authorized condition, including to the appropriate IntraLATA Telecommunications Service provider.

33.3 A Providing Party shall not require the Purchasing Party to produce a letter of authorization, disconnect order, or other writing, from the Purchasing Party's subscriber as a pre-condition to processing an Order from the Purchasing Party.

Section 34. Service Standards

34.1 Bell Atlantic shall provide service to MCIm at a level of performance that Bell Atlantic is required by Applicable Law (including 47 U.S.C. § 251) to meet in providing service to MCIm.

34.2 Bell Atlantic shall offer premium service (services provided at a higher level than that required by Section 34.1) to MCIm, if MCIm requests premium service in accordance with Section 25 and MCIm compensates Bell Atlantic for the incremental cost of providing such premium service.

34.3 Upon MCI's request, Bell Atlantic shall provide to MCI reports on all material measures of service Parity. MCI may request a report on all measures that are reasonably related to establishing the Parity level and whether MCI is receiving services at Parity. Such reports shall indicate for each material measure the service and performance level provided by Bell Atlantic to itself, its Affiliates, MCI, and other CLECs. The reports required by this Section 34 are identified in Attachment X of this Agreement.

34.4 To the extent Bell Atlantic through its Tariffs provides credits for substandard performance, Bell Atlantic shall provide MCI such credits for substandard performance of services provided under this Agreement.

34.5 Pursuant to Section 23 of this Part A, MCI shall have the right, at its expense, to conduct reasonable audits or other verifications of information and reports provided by Bell Atlantic under this Section 34.

Section 35. Subcontracting

35.1 If any obligation under this Agreement is performed through a subcontractor, the subcontracting Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through the subcontractor. The subcontracting Party shall be solely responsible for payments due its subcontractors. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

Section 36. Amendments and Modifications

36.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 37. Severability

37.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement (unless such construction would be unreasonable), and the Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party construed and enforced accordingly.

Section 38. Headings Not Controlling

38.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Section 39. Entire Agreement

39.1 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation on the subject matter hereof. Except as otherwise provided in this Agreement, the terms in this Agreement may not be waived or modified except by a written document which is signed by the Parties.

Section 40. Counterparts

40.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

Section 41. Successors and Assigns

41.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 42. Good Faith Performance

42.1 In the performance of their obligations under this Agreement, the Parties shall cooperate fully and act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned.

Section 43. Joint Work Product

43.1 This Agreement is the joint work product of the representatives of the Parties. For convenience, this Agreement has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences shall be drawn against either Party solely on the basis of authorship of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

MCImetro Access Transmission Services, Inc.

Bell Atlantic-Pennsylvania, Inc.

By: Dennis J. Kern

By: _____

Name: Dennis J. Kern

Name: _____

Title: Vice President

Title: _____

Date: 7/7/97

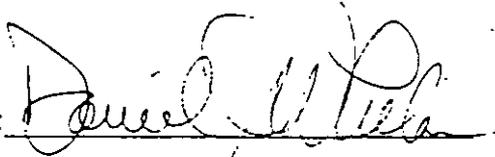
Date: _____

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

MCImetro Access Transmission Services, Inc.

Bell Atlantic-Pennsylvania, Inc.

By: _____

By: 

Name: _____

Name: Daniel J. Whelan

Title: _____

Title: President and CEO

Date: _____

Date: 7/8/97

APPENDIX I

APPENDIX I

TECHNICAL REFERENCE SCHEDULE

Bell Atlantic Technical References

- TR72565, Issue 1, 1996, Bell Atlantic Technical Reference - Basic Unbundled Loop Services - Technical Specifications (as set forth in Exhibit A, Attachment III).
- TR72570, Issue 1, 1996, Bell Atlantic Technical Reference - Analog Unbundled Loop Services with Customer Specified Signaling - Technical Specifications (as set forth in Exhibit B, Attachment III).
- TR72575, Issue 1, 1996, Bell Atlantic Technical Reference - Digital Unbundled Loop Services - Technical Specifications (as set forth in Exhibit C, Attachment III).
- TR72580, Issue 1, 1997, Bell Atlantic Technical Reference - Analog Unbundled Port Services - Technical Specifications (as set forth in Exhibit F, Attachment III).
- TR72585, Issue 1, 1997, Bell Atlantic Technical Reference - Digital Unbundled Port Services - Technical Specifications (as set forth in Exhibit G, Attachment III).
- BA905, Bell Atlantic Supplement Common Channel Signaling Network Interface Specification.

Local Loop

- ANSI/IEEE 743-1995, Standard Methods and Equipment for Measuring the Transmission Characteristics of Analog Voice Frequency Circuits.
- ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces.
- ANSI T1.401-1993, American National Standard for Telecommunications - Interface Between Carriers and Customer Installations - Analog Voicegrade Switched Access Lines Using Loop-Start and Ground-Start Signaling.
- ANSI T1.403-1995, Network to Customer Installation - DSI Metallic Interface.
- ANSI T1.405-1995, Network-to-Customer Installation Interfaces - Direct-Inward-Dialing Analog Voice Grade Switched Access Using Loop Reverse-Battery Signaling.
- ANSI T1.601-1992, American National Standard for Telecommunications - ISDN - Basic Access Interface for Use on Metallic Loops for Application at the Network Side of NT, Layer 1 Specification.
- Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

Local Switching

- Bellcore FR-64-LATA. LATA Switching Systems Generic Requirements ("LSSGR"). 1996 Edition. Issue 1. January 1996.
- Bellcore TR-NWT-000008, Digital Interface Between the SLC & 96 Digital Loop Carrier System and a Local Digital Switch. Issue 2. August 1987; and Revision 1. September 1993; and Bulletin 1, October 1994.
- Bellcore GR-303-CORE. Integrated Digital Loop Carrier System Generic Requirements, Objectives, and Interface, Issue 1. September 1995; and Revision 2. December 1996.
- Bellcore TR-NWT-000393. Generic Requirements for ISDN Basic Access Digital Subscriber Lines. Issue 2. January 1991.

Tandem Switching and Operator Services

- Bellcore TR-TSY-000540. LSSGR: Tandem Supplement. Section 20. Issue 2. July 1987; and Revision 1. December 1988; and Revision 2. June 1990.
- Bellcore GR-1149-CORE. OSSGR Section 10: System Interfaces. Issue 1. October 1995.
- Bellcore GR-1158-CORE. OSSGR Section 22.3: Line Information Database. Issue 2. October 1995.

SS7

- ANSI T1.110-1992. American National Standard Telecommunications - Signaling System Number 7 ("SS7") - General Information.
- ANSI T1.111-1992. American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Message Transfer Part ("MTP").
- ANSI T1.111A-1994. American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Message Transfer Part ("MTP") Supplement.
- ANSI T1.112-1992. American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Signaling Connection Control Part ("SCCP").
- ANSI T1.113-1995. American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Integrated Services Digital Network ("ISDN") User Part.
- ANSI T1.114-1992. American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Transaction Capabilities Application Part ("TCAP").
- ANSI T1.115-1990. American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Monitoring and Measurements for Networks.
- ANSI T1.116-1990. American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Operations, Maintenance and Administration Part ("OMAP").

- ANSI T1.118-1992. American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Intermediate Signaling Network Identification ("ISNI").
- Bellcore GR-246-CORE. Bell Communications Research Specification of Signaling System Number 7. Issue 1, December 1994; and Revision 1, December 1995; and Revision 2, December 1996.
- Bellcore GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part ("ISDNUP"). Bellcore, February, 1994
- Bellcore GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part ("ISDNUP"). Bellcore, February, 1994
- Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Network Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital Network User Part ("ISDNUP"). Issue 2, December 1996.
- Bellcore GR-954-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Line Information Database ("LIDB") Services, Issue 1, June 1994; and Revision 1, October 1995.
- Bellcore GR-1428-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Toll-Free Service, Issue 2, May 1995.
- Bellcore GR-1429-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Call Management Services, Issue 1, August 1994.
- Bellcore GR-1432-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Signaling Connection Control Part ("SCCP") and Transaction Capabilities Application Part ("TCAP"), March 1994.
- Bellcore SR-TSV-002275, BOC Notes on the LEC Networks, Issue 2, April 1994.

AIN

- Bellcore GR-1280-CORE, Advanced Intelligent Network ("AIN") Service Control Point ("SCP") Generic Requirements, Issue 1, August 1993.
- Bellcore TR-NWT-001284, Advanced Intelligent Network ("AIN") 0.1 Switching System Generic Requirements, Issue 1, August 1992, and Bulletin 1, March 1993.
- Bellcore GR-1298-CORE, AINGR: Switching System, Issue 3, July 1996; and Revision 1, November 1996.
- Bellcore GR-1299-CORE, AINGR: Switch Service Control Point ("SCP") Adjunct Interface, Issue 3, July 1996, and revision 1, November 1996.
- Bellcore GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network ("AIN"), Issue 2, December 1995.
- Bellcore GR-2902-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Toll-Free Service Using AIN, Issue 1, May 1995.

Dedicated and Shared Transport

- ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability.
- ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Basic Description including Multiplex Structure, Rates and Formats.
- ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Automatic Protection Switching.
- ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Payload Mappings.
- ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Jitter at Network Interfaces.
- ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET"): Jitter at Network Interfaces - DS1 Supplement.
- ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Data Communication Channel Protocols and Architectures.
- ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Tandem Connection.
- ANSI T1.105.06-1996, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Physical Layer Specifications.
- ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
- ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications.
- ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications).
- ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications.
- ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications ("SONET") (Single Mode - Short Reach).
- ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Operations, Administration, Maintenance, and Provisioning ("OAM&P") Communications.
- ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Operations, Administration, Maintenance, and Provisioning ("OAM&P") Communications Protection Switching Fragment.
- ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification.

Bellcore GR-253-CORE. Synchronous Optical Network ("SONET"): Common Generic Criteria. Issue 2, December 1995.

Bellcore GR-334-CORE. Switched Access Service: Transmission Parameter Limits and Interface Combinations, Issue 1, June 1994.

Bellcore GR-342-CORE. High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, December 1995.

Bellcore GR-499-CORE. Transport Systems Generic Requirements ("TSGR"): Common Requirements. Issue 1, December 1995.

Bellcore TR-NWT-000776. Network Interface Description for ISDN-1 Customer Access. Issue 2, February 1993.

Bellcore GR-820-CORE. OTGR Section 5.1: Generic Transmission Surveillance. Issue 1, November 1994.

Network Interface Device

Bellcore GR-49-CORE, Generic Requirements for Outdoor Telephone Network Interface Devices. Issue 1, December 1994.

Bellcore TA-TSY-000120, Customer Premises or Network Ground Wire. Issue 1, March 1986.

Bellcore TR-NWT-000239, Generic Requirements for Indoor Telephone Network Interfaces. Issue 2, December 1993.

Bellcore TR-NWT-000937, Generic Requirements for Building Entrance Terminals. Issue 1, January 1993.

Collocation

ANSI/NFPA-1996, National Electrical Code ("NEC"), and any standard imposed by the appropriate governing authority having jurisdiction.

ANSI C2-1997, National Electrical Safety Code.

Bellcore GR-63-CORE. Network Equipment-Building System ("NEBS") Requirements: Physical Protection. Issue 1, October 1995.

Bellcore TR-EOP-000151. Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers. Issue 1, May 1985.

Bellcore TR-NWT-000154. General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment. Issue 2, January 1992.

Bellcore TR-NWT-000295. Isolated Ground Planes: Definition and Application to Telephone Central Offices. Issue 2, July 1992.

Bellcore TR-NWT-000840. Supplier Support Generic Requirements ("SSGR"). (A Module of LSSGR. FR-NWT-000064). Issue 1, December 1991.

Bellcore GR-1089-CORE. Electromagnetic Compatibility and Electrical Safety - Generic
Criteria for Network Telecommunications Equipment. Issue 1, November 1996.
Bellcore TR-NWT-001275 Central Office Environment Installations/Removal Generic
Requirements. Issue 1, January 1993.

EXHIBIT A

Bell Atlantic's technician, _____,
was here on behalf of your local service provider:

MCI
Contact No. (800) 955-7264

ATX Telecommunications Services
Contact No. (800) 393-3800

U.S. Mobile Services, Inc.
Contact No. (800) 742-0331

Sprint
Contact No. (800) 425-0982

AT&T
Contact No. (800) 611-2672

LCI International
Contact No. (888) 524-0011

USA eXchange, LLC
Contact No. (314) 519-4800

Other: _____
Contact No. _____

Date: _____ Time: _____

Service Order/Tel. Number _____

All work was completed and your service is now working.

All work is not yet complete:

We need access to your property to complete repair/
installation work. Please call your local service provider
and reschedule an appointment.

We have checked your service to the entry of your
home/business and cannot find any fault or trouble. Please
check your phones, wire and equipment for proper
operation. (see reverse side of card for instructions)

We were able to determine that the trouble is the wire of
equipment which belongs to you. We apologize we
cannot make these repairs. Please check your wiring and
equipment (see reverse side) or call your local service
provider for additional instructions.

To provide you with service we needed to place a
temporary line on the ground. Permanent repairs will be
completed in the near future and access to the
home/business will not be necessary.

We were unable to complete your repair/order today due to
lack of facilities or equipment. Every effort will be made
to resolve this problem as soon as possible. In the event
you have questions or need assistance, please call your
local service provider.

Remarks: _____

Who is Responsible for Repairs?

You are responsible for the telephones and wiring inside your home/business. You may make repairs yourself or have someone else make the repairs.

Your local service provider is responsible for arranging repair of the outside wiring and has contracted with Bell Atlantic to make some or all of these repairs.

Diagnosing a Problem

Check all of your telephones and equipment to see if they work. If any telephone works, the trouble is more than likely the inside wire, jack, or in your other telephones.

If no telephone works, then you need to plug a working telephone into the Network Interface Device (NID). Some businesses and residence customers have a box installed just inside or outside the place where the telephone wires come into their homes or offices. Inside that box is the NID, which looks like a telephone jack.

The NID separates the telephone company's wiring from yours. By plugging a working telephone into the NID, you can find out where the trouble is.

If the telephone works properly, the problem is in the inside wire, the jacks or in your other telephones or equipment. If the telephone doesn't work, your local service provider is responsible for the problem. In this case, your local service provider should be contacted.

This test could save you the cost of a service call by preventing unnecessary dispatches of service technicians.

After checking your telephone and wire, if you still have questions, call your local service provider for additional assistance.

PART B -- DEFINITIONS

"911 Service" or "911" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"Access Service Request" (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCI and Bell Atlantic for local interconnection.

"Access Services" refers to interstate and intrastate switched access and private line transport services.

"Act" means the Communications Act of 1934, as amended.

"Adjunct Equipment" is peripheral equipment housing a database that interfaces with a switch and provides the switch with call processing instructions.

"Advanced Intelligent Network" (AIN) is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.

"Affiliate" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" means to own an equity interest (or equivalent) of more than ten percent (10%), and "control" means the right to control the business decisions, management and policy of another entity.

"Applicable Law" means all applicable laws and government regulations and orders, including, but not limited to, the regulations and orders of the Federal Communications Commission and the Commission.

"Automated Message Accounting" (AMA) means the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE, which defines the industry standard for message recording.

"Automatic Location Identification" (ALI) is a proprietary database developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. MCI will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows an Interim Number Portability (INP) number, if applicable.

"Automatic Location Identification/Data Management System" (ALI/DMS) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

"Automatic Number Identification" (ANI) is a feature that identifies and displays the number of a telephone that originates a call.

"Automatic Route Selection" (ARS) is a CENTREX service feature that provides for automatic selection of the least expensive or most appropriate toll transmission facility for each call based on criteria programmed into the system.

"Bell Atlantic" means Bell Atlantic - Pennsylvania, Inc.

"Bona Fide Request" shall have the meaning set forth in Part A. Section 25.

"CAP" means a competitive access provider.

"CLEC" means a competitive local exchange carrier.

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

"Carrier Access Billing System" (CABS) is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"Central Office" or "Central Office Switch" means a switching entity within the public switched network, including, but not limited to, End Office Switches and Tandem Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office Switches (Combination Class 5/Class 4).

"CENTREX" means a Telecommunications Service that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

"Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

"CLASS" (Bellcore Service Mark) -- Set of call-management service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include automatic callback, automatic recall, caller ID, call trace, and distinctive ringing.

"Collocation" means the right of MCI to place equipment as specified in Attachment V in Bell Atlantic's Central Offices, or other Bell Atlantic locations pursuant to a Bona Fide Request. MCI equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, MCI obtains dedicated space to place and maintain its equipment. With virtual collocation, Bell Atlantic will install and maintain equipment that MCI provides to Bell Atlantic.

"Combinations" means provision by Bell Atlantic of two or more connected Network Elements ordered by MCI to provide its Telecommunication Services in a geographic area or to a specific subscriber and that are placed on the same order by MCI.

"Commission" means the Pennsylvania Public Utility Commission.

"Common Channel Signaling" (CCS) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"Common Transport" is as defined in Attachment III, Section 9.

"Conduit" means a tube or protected pathway that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

"Confidential Information" has the meaning set forth in Section 22 (Confidentiality) of Part A.

"Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"Dedicated Transport" is as defined in Attachment III, Section 10.

"Directory Assistance" (DA) or "Directory Assistance Services" provides Directory Listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

"Directory Assistance Database" refers to the database containing subscriber records that is used by Bell Atlantic in its provision of live or automated operator-assisted directory assistance including 411, 555-1212, NPA-555-1212.

"Directory Listings" (DL) refers to subscriber information, including name, address and phone numbers, that is published in any media, including traditional white/yellow page directories, specialty directories, CD ROM, and other electronic formats.

"Discloser" means that Party which has disclosed Confidential Information to the other Party.

"Effective Date" is the date indicated in Part A on which the Agreement shall become effective.

"End Office Switch" or "End Office" is a Central Office Switch (Class 5) used to connect subscriber station loops for the purpose of connecting to each other and to trunks.

"Enhanced 911 Service" (E911) means a telephone communication service which will automatically route a call dialed "911" to a designated PSAP attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of telephone toll services.

"Exchange Message Record System" (EMR) means the system used among ILECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"FOC" means firm order confirmation.

"ITC" means an independent telephone company.

"Including" means "including, but not limited to."

"Interconnection Point" (IP) is as defined in Attachment IV.

"Interim Number Portability" (INP) is an interim service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving End Office Switch. INP is provided by the means identified in Attachment VII, Section 2.

"Interexchange Carrier" (IXC) means a provider of interexchange Telecommunications Services.

"Line Information Database" (LIDB) is a SCP database that provides for such functions as calling card validation for telephone line number cards issued by ILECs and other entities and validation for collect and billed-to-third services.

"Line Status Verification/Verification and Call Interrupt" (LSV/VCI) means an operator-to-operator call in which the originating operator, on behalf of an end user, inquires as to the busy status of, or requests an interruption of, a call on a Telephone Exchange Service.

"Local Interconnection" is the interconnection of the networks of the Parties for the exchange of Local Traffic and other traffic, in accordance with the requirements of 47 U.S.C. Section 251, and other Applicable Law.

"Local Resale" is as defined in Attachment II.

"Local Switching" is as defined in Attachment III, Section 7.

"Local Traffic" means traffic that is originated by an end user subscriber of one Party on that Party's network and terminates to an end user subscriber of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area, as defined in Bell Atlantic's Tariffs, or, if the Commission has defined local calling areas applicable to all Local Exchange Carriers, then as so defined by the Commission.

"MCIIm" means MCImetro Access Transmission Services, Inc.

"Master Street Address Guide" (MSAG) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to Bell Atlantic.

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

"Multiple Exchange Carriers Ordering and Design" (MECOD) refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

"National Emergency Number Association" (NENA) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service, including features, functions and capabilities that are provided by means of such facility or equipment.

"Network Interface Device" (NID) is as defined in Attachment III, Section 5.

"Network Rate Demarcation Point" shall have the same meaning as "demarcation point" in 47 C.F.R. § 68.3.

"Non-Discriminatory" or "Non-Discriminatory Basis" means that the Party shall perform the obligation or provide the service in question on a non-discriminatory basis for all other Telecommunications Carriers as defined in Section 202(a) of the Act, and/or Section 251 of the Act as applicable.

"North American Numbering Plan" (NANP) means the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

"Number Portability" (NP) is a long-term service arrangement whereby users of Telecommunications Services may retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"Numbering Plan Area" (NPA) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas: 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX" or "NXX Code" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within the NANP.

"OCN" means operating company number.

"Operator Services" provides (1) operator handling for call completion (e.g., collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and (3) special services (e.g., LSV/VCI, Emergency Agency Call).

"Operator Systems" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.

"Ordering and Billing Forum" (OBF) means the entity which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Parity" means the following: (i) with respect to a performance requirement for interconnection, that Bell Atlantic will provide interconnection at a level of quality that is equal to that which it provides itself, a subsidiary, an Affiliate, or any other party; (ii) with respect to Local Resale, Bell Atlantic must provide services for resale that are equal in quality, subject to the same conditions, and provided with the same provisioning time intervals that Bell Atlantic provides these services to others, including end users; (iii) with respect to a performance requirement for the provision of a Network Element, that the quality of a Network Element, as well as the quality of the access to such Network Element be the same in quality that Bell Atlantic provides for all Telecommunications Carriers requesting access to that Network Element, and to the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element, be at least equal in quality to that which Bell Atlantic provides to itself; and (iv) with respect to operational support systems (OSS), Bell Atlantic shall furnish Non-Discriminatory access to OSS functions, and provide access to OSS via electronic interfaces equivalent to that electronic access that Bell Atlantic provides to itself, its Affiliates and its subscribers.

"Party" means a party to this Agreement, either Bell Atlantic or MCIIm.

"Percent Interstate Usage" (PIU) is a calculation which represents the ratio of the interstate toll minutes to the sum of interstate and intrastate toll minutes between exchange carriers sent over Local Interconnection Trunks.

"Percent Local Usage" (PLU) is a calculation which represents the ratio of the Local Traffic minutes to the sum of Local Traffic and intrastate toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory Assistance, LSV/VCI, 900, 976, transiting calls from other carriers and switched access calls are not included in the calculation of PLU.

"Point of Interconnection" (POI) is as defined in Attachment IV.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Public Safety Answering Point" (PSAP) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"RAO" means revenue accounting office.

"Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Bell Atlantic (or MCIIm) for its provision of Telephone Exchange Service. The "Rate Center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "Rate Center area" is the exclusive geographic area identified as the area within which Bell Atlantic (or MCIIm) will provide Telephone Exchange Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

"Recipient" means that Party to this Agreement (a) to which Confidential Information has been disclosed by the other Party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.

"Reciprocal Compensation" refers to a reciprocal compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of Local Traffic that originates on the network facilities of the other carrier.

"Remote Switching Module" (RSM) is a switch with the limited capability of switching calls that can be completed between two (2) customers who are each served by unbundled local loops that are provided through the same RSM, *i.e.*, line-to-line switching. A call between a customer who is served by the RSM and a customer who is not served by the RSM must be sent to the host switch.

"Reseller" is a category of local exchange service providers who obtain dial tone and associated Telecommunications Services from another provider through the purchase wholesale priced services for resale to their end user subscribers.

"Right of Way" (ROW) means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations, but does not include inside wire space or structures past the network demarcation point.

"STP" means signaling transfer point.

"Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.

"Service Area Concept" (SAC) is the box where Bell Atlantic cross-connects the Loop Feeder and the Loop Distribution.

"Service Control Point" (SCP) is as defined in Attachment III, Section 13.

"Small Exchange Carrier Access Billing" (SECAB) means the document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

"Specialized Routing" is as defined in Attachment III, Section 7.2.2.

"Specialized Routing Node" is device that, based on the incoming ANI and the called number, will determine the proper routing for the call and either switch the call to the appropriate Bell Atlantic Operator Services platform or to a designated Point of Interconnection in the originating LATA.

"State" means the Commonwealth of Pennsylvania.

"Switch" -- See Central Office Switch.

"Tandem Office Switches" are Class 4 switches, which are used to connect and switch trunk circuits between and among End Office switches and other tandems.

"Tandem Switching" is as defined in Attachment III, Section 14.

"Tariff" means any generally available schedule of terms, conditions, prices and fees by which Bell Atlantic or MCIIm offers Telecommunication Services for sale to individuals, including subscriber agreements, special offerings and the like.

"Technically Feasible" is as defined in the FCC Interconnection Order. Interconnection, access to unbundled Network Elements, Collocation, and other methods of achieving interconnection or access to unbundled Network Elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an ILEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An ILEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

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

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier only to the extent that it is engaged in providing Telecommunications Services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. This definition includes Commercial Mobile Radio Service providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and information services. Private mobile radio service providers are

Telecommunications Carriers to the extent they provide domestic or international Telecommunications for a fee directly to the public.

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

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

"Unbundled Local Loop" (ULL) is as defined in Attachment III, Section 4.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

"Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Services and exchange Access Services, are located. However, for purposes of collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

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ATTACHMENT I

PRICE SCHEDULE

Section 1. General Principles

1.1 Subject to Part A, Section 2, all rates and discounts provided under this Agreement shall remain in effect for the term of this Agreement unless modified by order of the FCC or Commission as the case may be, unless otherwise provided herein. The rates and discounts set by the Commission are permanent rates; however, such rates are not set in perpetuity and may be subject to re-examination and investigation by the Commission pursuant to its Final Opinion and Order in the MFS - Phase III Proceeding. To the extent that the rates set forth in Table 1 below reference existing Bell Atlantic or MCI_m Tariffs, those rates shall follow the referenced Tariffs for the term of the Agreement. The rates or discounts set forth in Table 1 below may be subject to change and shall be replaced on a prospective basis (unless otherwise ordered by the FCC, the Commission, or the reviewing court(s)) by such revised rates or discounts as may be ordered approved, or permitted to go into effect by the FCC, the Commission, or a court of applicable jurisdiction, as the case may be. Such new rates or discounts shall be effective immediately upon the legal effectiveness of the court, FCC, or Commission order requiring such new rates or discounts. Within ten (10) days after the legal effectiveness of the court, FCC, or Commission order establishing such new rates or discounts and regardless of any intention by any entity to further challenge such order, the Parties shall sign a document revising Table 1 and setting forth such new rates or discounts, which revised Table 1 the Parties shall update as necessary in accordance with the terms of this Section.

1.2 Rates for Exchange Access Services purchased by either Party for use in the provision of toll service to end user customers are not affected by this Agreement.

1.3 Unless otherwise agreed, MCI_m shall pay only the rates set forth in Table 1 for the services it purchases under this Agreement. Bell Atlantic shall pay for all of the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to provide the services set forth in this Agreement and priced in Table 1, and shall recover all such costs through the rates set forth in Table 1. Rates for services not yet identified in Table 1, but subsequently developed pursuant to the Bona Fide Request process or services identified in Table 1, but modified by regulatory requirements, shall be added as revisions to Table 1 when agreed between the Parties.

Section 2. Network Elements and Call Transport and Termination

2.1 On the Effective Date, the rates and discounts listed in Table 1 below, including those for: (i) Network Elements; and (ii) call transport and/or termination for Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access Service, are permanent rates, except as specifically noted herein or in Table 1. These rates may be changed as set forth in Section 1 of this Attachment I.

Section 3. Local Service Resale

3.1 The rates that MCIIm shall pay to Bell Atlantic for Local Resale shall be an amount equal to Tariff rates for each retail Telecommunications Service subject to wholesale pricing, as reduced by the applicable percentage discount set forth in Table 1, if such services are tariffed by Bell Atlantic for sale to subscribers who are not "Telecommunications Carriers" under the Act. If Bell Atlantic revises such tariffed rates during the term of this Agreement, the applicable percentage discount shall be applied to the revised tariffed rates. Unless otherwise specifically agreed between the Parties, no discount shall apply to Bell Atlantic Telecommunications Services that are tariffed by Bell Atlantic for sale to subscribers who are "Telecommunications Carriers" under the Act, which shall be available for resale, or to any Bell Atlantic services other than Telecommunications Services that it may, in its sole discretion, choose to offer for resale.

Section 4. Interconnection and Reciprocal Compensation

4.1 MCIIm may choose to deliver both Local Traffic and toll traffic over the same trunk group(s), pursuant to the provisions of Attachment IV. In the event MCIIm chooses to deliver both types of traffic over the same traffic exchange trunks, and desires application of the local call transport and termination rates, it will provide Percent Local Usage ("PLU") information to Bell Atlantic as set forth in Attachment IV. In the event MCIIm includes both interstate and intrastate toll traffic over the same trunk, it will provide Percent Interstate Usage ("PIU") to Bell Atlantic as set forth in Attachment IV. Bell Atlantic shall have the same options, and to the extent it avails itself of them, the same obligation, to provide PIU and PLU information to MCIIm. To the extent feasible, PLU and PIU information shall be based on the actual end-to-end jurisdictional nature of each call sent over the trunk. If actual PLU and PIU information cannot reasonably be determined, then the reporting Party shall estimate PLU and PIU, and, upon demand, explain the basis for the estimate. The basis for the PLU and PIU are subject to audits in accordance with the provisions of Part A.

4.2 Reciprocal Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.

4.3 MCIIm may choose to establish trunking to any given End Office for calls to numbers served out of that End Office, when there is sufficient traffic to route calls directly to such End Office. If MCIIm leases non-shared trunks from Bell Atlantic, MCIIm will pay the transport charges for dedicated transport. For shared trunks the charges will be shared by both Parties in proportion to their respective use of the shared trunk facility.

4.4 When the Bell Atlantic Interconnection Point is at a Bell Atlantic Tandem Office Switch, MCIIm shall pay Bell Atlantic the rates for Tandem Switching, a transport rate and a termination rate as set forth in Table 1. When the Bell Atlantic Interconnection Point is at the Bell Atlantic End Office, for calls terminating to Bell Atlantic subscribers served out of the End Office to which the traffic is delivered, MCIIm will pay Bell Atlantic call termination compensation based on End Office termination only.

4.5 Bell Atlantic will pay MCIIm a termination rate for termination of traffic at an MCIIm switch based upon the average rate paid by MCIIm to Bell Atlantic during the prior calendar quarter for the termination of all calls (including both switching and transport).

4.6 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable exchange access charges in accordance with FCC Rules and Regulations.

4.7 Where a toll call is completed through one Party's INP arrangement (e.g., remote call forwarding, flexible DID, etc.) to the second Party's subscriber, the second Party shall be entitled to access charges applicable to the functions performed by the second Party in accordance with FCC Rules and Regulations and as set forth in Attachment VIII, Section 3. Until such time as such access traffic can be measured directly, this access charge pass-through shall be based upon reasonable estimates of the proportion of traffic subject to such pass-through.

4.8 MCIIm shall pay a transit rate as set forth in Table 1 of this Attachment when MCIIm uses a Bell Atlantic Tandem Office to terminate a call to a third party Telecommunications Carrier. Bell Atlantic shall pay MCIIm an equivalent transit rate when Bell Atlantic uses an MCIIm Tandem Office (or functional equivalent) to terminate a call to a third party Telecommunications Carrier.

4.9 Each Party shall exercise all reasonable efforts to enter into reciprocal local traffic exchange arrangements (either via written agreement or mutual tariffs) with any wireless carrier, ITC, or other LEC or CLEC to which it sends, or from which it receives, local traffic that transits Bell Atlantic facilities over traffic exchange trunks. If Party A fails to enter into such an arrangement as quickly as commercially reasonable in a LATA and to provide written notification of such

agreement, including the relevant rates therein, to Party B, but continues to utilize Party B's transit service for the exchange of local traffic with such wireless carrier, ITC, or other LEC or CLEC, Party A shall, in addition to paying the rate set forth in this Attachment I for said transit service, pay Party B any charges or costs such terminating third party carrier imposes or levies on Party B for the delivery or termination of such traffic, including any switched access charges, plus all reasonable expenses incurred by Party B in delivering or terminating such traffic and/or resulting from Party A's failure to secure said reciprocal local traffic exchange arrangement. The Parties will, upon request, provide each other with all reasonable cooperation and assistance in obtaining such arrangements. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to transit traffic.

Section 5. Network Elements

The charges that MCI shall pay to Bell Atlantic for Network Elements are set forth in Table 1 of this Attachment I.

TABLE 1

TABLE 1

BELL ATLANTIC-PENNSYLVANIA, INC. AND MCI_m

DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. Bell Atlantic Services, Facilities, and Arrangements:

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport per Section 4, as appropriate, for Interconnection at Bell Atlantic End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection Channel Termination	DS-1: Initial Facility: \$668.37 Service Order: \$1.05 Add'l Facility (if purchased at the time of Initial Facility order): \$331.87 DS-3: Initial Facility: \$668.37 Service Order: \$1.05 Add'l Facility (if purchased at the time of Initial Facility order): \$331.87	DS-1: \$180.59/facility/month DS-3: \$1059.65/facility/month

¹ Unless a citation is provided to a generally applicable BA tariff, all listed rates and services available only to MCI_m when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local ancillary traffic, such as LSV/VCI, Directory Assistance, 911/E911, and Operator Services IntraLATA Call Completion. BA rates and services for use by MCI_m in the carriage of Toll Traffic shall be subject to BA's tariffs for Exchange Access service. Adherence to these limitations is subject to a reasonable periodic audit by BA.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Table 1 shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved or allowed into effect by the Commission, the Parties shall amend Table 1 to reflect the new approved rates.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	Voice Grade Channel Termination	2-Wire: Initial Facility: \$497.06 Service Order: \$1.05 Add'l Facility (if purchased at the time of Initial Facility order): \$289.47	2-Wire: \$16.78/facility/month
	Multiplexing	4-Wire: Initial Line Install: \$498.73 Service Order: \$1.05 Add'l Facility (if purchased at the time of Initial Facility order): \$290.02	4-Wire: \$33.76/facility/month
		DS-3 to DS-1: Initial Line Install: \$548.06 Service Order: \$1.05 Add'l Facility (if purchased at the time of Initial Facility order): \$548.06	DS-3 to DS-1: \$257.61/facility/month
		DS-1 to Voice Grade: Initial Line Install: \$548.06 Service Order: \$1.05 Add'l Facility (if purchased at the time of Initial Facility order): \$548.06	DS-1 to Voice Grade: \$77.83/facility/month
1.b.	Collocation and related services for Interconnection at Bell Atlantic End Office, Tandem Office, or Serving Wire Center	Per interstate [Bell Atlantic FCC 1 sec. 19] expanded interconnection tariffs and any applicable charges for unbundled Network Elements per section 3.a. below.	
1.c.	Tandem transit arrangements (for Interconnection between MCI and local carriers other than Bell Atlantic) XCs subtending/MPB arrangements excluded)		
	Tandem Switching	Not Applicable	\$0.000836/mou
	Transport Fixed	Not Applicable	\$0.000152/mou
	Transport per mile	Not Applicable	\$0.000004/mile/mou
1.d.	911 Interconnection	Per 1.a., 1.b., and 1.c. above, as applicable, for entrance facility plus applicable transport, or Collocation Arrangement at 911 tandem	
1.e.	Directory Assistance Interconnection	Per 7 below.	

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.f.	Operator Services (call completion) Interconnection	Per 7.c. below	
2.a. ²	Poles	Application and Engineering Survey Fee: Actual Full Cost Recovery	Annual Fee: Per BA-PA Tariff 303 Section C Illustrative: Vertical Attachment \$3.98/attachment/year
2.b.	Duct/Innerduct	Application and Engineering Survey Fee: Actual Full Cost Recovery	Annual Fee: As per BA-PA Tariff 303 Section C Illustrative: Per Duct run: \$5.45/foot/year per innerduct: \$3.25/foot/year
2.c.	Conduits	Application and Engineering Survey Fee: Actual Full Cost Recovery	Annual Fee: As per BA-PA Tariff 303 Section C Illustrative: Conduit: \$5.45/foot/year
2.d.	Right of Way	Application and Engineering Survey Fee: Right of Way (determined on a case-by-case basis)	Annual Fee: Right of Way (determined on a case-by-case basis as mutually agreed by the Parties)
3.a.	Local loop transmission Unbundled Local Loop Element and cross-connect to Basic Links ³		

² The rates set forth in 2.a, 2.b, 2.c, and 2.d of this Table are subject to revision by the FCC and/or the Commission in accordance with Section 224 of the Act.

³ Installation charges not applicable when MCI orders both loop and port elements together where BA does not perform an installation function.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	<p>2 Wire Analog Loops (POTS Loops) and 2-Wire Customer-Specified Signaling</p>	<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>
	<p>4-Wire Customer-Specified Signaling</p>	<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 - \$252.45/month</p>
	2-Wire ADSL Loops ⁵	TBD	TBD
	2-Wire and 4-wire HDSL Loops ⁶	TBD	TBD

⁵ These rates are subject to approval by the Commission.

⁶ 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 ⁷ : 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

⁷ 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 ¹³
7.a.	911 service (data entry, database maintenance)	No charge	
7.b.	Directory Assistance Data		
	Direct Access:	\$32,135.28/link ¹⁴	\$.0342/query
	Service Establishment:	\$15,206.81/customer ¹⁵	Not Applicable

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

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

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
7.c.	Directory Assistance Services/Operator Services		
	Directory Assistance Service	Not Applicable	\$0.3664/call
	Directory Transport ¹⁶ 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 ¹⁷	Not Applicable	\$0.00158/automated work second
	Branding ¹⁸	\$1,358.62/branding message	Not Applicable
	Carrier-to-Carrier LSV/VCI Requests	Not Applicable	\$0.01280/operator work second
8.a.	White Pages and Yellow Pages directory listings ¹⁵	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	

¹⁶ These rates are interim rates until permanent rates are established by the Commission.

¹⁷ This rate is an interim rate until a permanent rate is established by the Commission.

¹⁸ This rate is an interim rate until a permanent rate is established by the Commission.

¹⁹ 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.

	Bell Atlantic Service	Non-recurring	Recurring
8.c.	Additional listings, changes to listings, non-listed, non-published	<p>Per tariff [Bell Atlantic-BA-PA PUC 1 sec. 5.B] less wholesale discount</p> <p>Illustrative (non-discounted rates):</p> <p>Additional listing: \$12.00 residence; \$15.00 (1st), \$9.00 (additional) business</p> <p>Change to listing: \$12.00 residence; \$15.00 (1st), \$9.00 (additional) business</p> <p>Non-list: \$15.00 residence or business</p> <p>Non-published: \$15.00 residence or business</p>	<p>Per tariff [Bell Atlantic-BA-PA PUC 1 sec. 5.B] less wholesale discount</p> <p>Illustrative (non-discounted rates):</p> <p>\$1.25/mo residence \$2.05/mo business</p> <p>\$1.25/mo residence or business \$1.75/mo residence or business</p>
9.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)	No Charge	
10.a.	<p>SS7 Interconnection</p> <p>STP Port - Termination:</p> <p>STP Port - Access:²⁰</p>	<p>\$94.15/port</p> <p>Service Order: \$1.05/order</p> <p>Initial Facility: \$274.06/facility Add'l Facility: \$24.01/facility</p>	<p>\$640.02/port/month</p> <p>\$0.47/mile/month</p>
10.b.	<p>LIDB Interconnection</p> <p>LIDB Point Codes²¹</p> <p>Calling Card</p> <p>Billed Number Screening</p> <p>Storage of MCI's Data in LIDB Database²²</p>	<p>\$85.84/point code</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>\$1,469.92/service establishment</p>	<p>Not Applicable</p> <p>\$0.015542/query</p> <p>\$0.015542/query</p> <p>Not Applicable</p>

²⁰ These rates are interim rates until permanent rates are established by the Commission.

²¹ This rate is an interim rate until a permanent rate is established by the Commission.

²² This rate is an interim rate until a permanent rate is established by the Commission.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
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 ²³	Percentage discount from price in retail Tariff ²⁴	
14.b.	Resale of retail Telecommunications Services where MCIIm does not use Bell Atlantic's Operator Services	20.69%	
14.c.	Resale of retail Telecommunications Services where MCIIm 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	

²³ 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.

²⁴ Pending establishment of mechanized billing procedures adapted to resale, BA will apply the wholesale discount for resale as a "bottom-of-the-bill" discount rate and will utilize a "true-up" process to correct possible inadvertent application of the wholesale discount to the exclusions identified herein and to reflect other adjustments as the Companies agree.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
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	ECG 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 ²⁵ 9.6 kb Communications Port 56 kb Communications Port 256 kb Communications Port T1 Communications Port Line Installation Port Set-up Network Control Programming Coding	Installation: \$7,437.36/port Installation: \$30,778.91/port Installation: \$51,236.88/port Installation: \$182,827.99/port \$61.39/programming hour/port \$9.85/port \$61.39/programming hour/port	\$10.24/port/month \$28.29/port/month \$28.29/port/month \$359.31/port/month Not Applicable Not Applicable Not Applicable

²⁵ 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>
16.	Customized Routing		
	To MCI _m Platform	\$3.84/line	\$0.142360/line/month
	To Bell Atlantic Platform for Re-Branding ²⁶	\$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.

²⁶ 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.	AIN 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
	MCIm Network Query:	Not Applicable	\$0.0007/query
	MCIm 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
	MCIm Network Service Activation:	\$8.37/service activated/line	Not Applicable
	MCIm 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 ²⁷	TBD	TBD

²⁷ These rates are subject to approval by the Commission.

B. MCIIm Services, Facilities, and Arrangements:

	<u>MCIIm 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 MCIIm Interconnection Point	Not Applicable	Average rate paid by BA to MCIIm in the previous calendar quarter ²⁸
3.b	Access charges for termination of intrastate and interstate Toll Traffic	Per MCIIm'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 1 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 1 as may be amended from time to time pursuant to footnote 1 above	
5.	All other MCIIm services available to Bell Atlantic	Available at MCIIm's tariffed or otherwise generally available rates or as agreed to by the Parties.	

²⁸ MCIIm'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 MCIIm to the BA Access Tandem for most recent billed quarter.

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

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

MCIIm Charge at the MCIIm-IP =

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

Total Minutes

For the first year after the Effective Date, the MCIIm 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 1 as may be amended from time to time pursuant to footnote 1 above)	