NOTE: THIS CONTRACT CONTAINS OPT-IN PROVISIONS

TERMS ADOPTED FROM ANOTHER CARRIER

THE TERMS IN APPENDIX 49A-49B SHALL TAKE EFFECT 30 DAYS FOLLOWING RECEIPT OF WRITTEN NOTICE.

Interconnection, Resale and Unbundling Agreement

Between

GTE SOUTH INCORPORATED

and

ONE COMMUNICATIONS SYSTEMS, INC.

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This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is by and between GTE South Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and One Communications Systems, Inc., in its capacity as a certified Provider of local two-way wireline dial-tone service ("ONECOMM"), with its address for this Agreement at 1004 West 5th Street, London, Kentucky 40741 (GTE and ONECOMM being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Kentucky only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain Unbundled Network Elements (UNEs) and physical collocation of equipment in LEC premises; and

WHEREAS, GTE is entering, under protest, into certain aspects of this Agreement that incorporate adverse results from the arbitrated agreements approved by the Commission in this state and is doing so in order to avoid the expense of arbitration while at the same time preserving its legal positions, rights and remedies, pursuant to Article III, Section 49.

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

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by ONECOMM of certain telecommunications services provided by GTE in its franchise areas for resale by ONECOMM, the purchase by ONECOMM of certain Unbundled Network Elements from GTE, and the terms and conditions of the collocation of certain equipment of ONECOMM in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Kentucky Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement. ONECOMM agrees to negotiate reciprocal terms and conditions with GTE based on this Agreement. GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain rates, terms and conditions contained herein are unlawful, illegal and improper.

The services and facilities to be provided to ONECOMM by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

ARTICLE II

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 Access Service Request (ASR)

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.

1.2 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.4 Answer Supervision

An off-hook supervisory signal.

1.5 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.6 As-Is Transfer (AIT)

The transfer of all telecommunications services and features available for resale, that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR).

1.7 Automatic Location Identification/Data Management System (ALI/DMS)

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to Automatic Number Identification (ANI) from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point (PSAP) to route the call.

1.8 Automated Message Accounting (AMA)

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published

by Telcordia Technologies as GR-1100-CORE which defines the industry standard for message recording.

1.9 Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

1.10 Basic Local Exchange Service

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.11 Bill-and-Keep Arrangement

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

1.12 Bona Fide Request (BFR)

Process intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

1.13 Business Day

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

1.14 Central Office Switch

A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

1.15 Centralized Message Distribution System (CMDS)

The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

1.16 CLLI Codes

Common Language Location Identifier Codes.

1.17 Commission

The Kentucky Public Service Commission.

1.18 Common Channel Signaling (CCS)

A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages

for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.19 Competitive Local Exchange Carrier (CLEC)

Any company or person authorized to provide local exchange services in competition with an ILEC.

1.20 Compliance

Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.21 Conversation Time

The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

1.22 Currently Available

Existing as part of GTE's network at the time of the requested order or service and does not include any service, feature, function or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.

1.23 Customer

GTE or ONECOMM, depending on the context and which Party is receiving the service from the other Party.

1.24 Customer Service Record Search

Applied to LSR when CLEC requests a customer service record search prior to account conversion from GTE or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop and/or port basis.

1.25 Dedicated Transport

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two GTE SWCs (Interoffice Dedicated Transport or IDT) or may extend from the GTE SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.

1.26 Disconnect Supervision

An on-hook supervisory signal end at the completion of a call.

1.27 DS-1

A service carried at digital signal rate of 1.544 Mbps.

1.28 DS-3

A service carried at digital signal rate of 44.736 Mbps.

1.29 Electronic File Transfer

A system or process which utilizes an electronic format and protocol to send/receive data files.

1.30 Enhanced Service Provider (ESP))/Internet Service Provider (ISP) Traffic

Traffic bound to any Enhanced Service Provider or Internet Service Provider. ESP/ISP Traffic is separate and distinct from Local Traffic.

1.31 E-911 Service

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.

1.32 Exchange Message Record (EMR)

An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.

1.33 Exchange Service

All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.34 Expanded Interconnection Service (EIS)

A service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.

1.35 Facility

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 47.

1.36 FCC

The Federal Communications Commission.

1.37 Generator

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 47).

1.38 GTE Guide

The GTE Open Market Transition Order/Processing Guide, LSR Guide, and Products and Services Guide which contain GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements and GTE’s CLEC Interconnection Guide which provides guidelines for obtaining interconnection of GTE’s Switched Network with the networks of all

certified CLECs for reciprocal exchange of traffic. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the Guide which may be amended from time to time by GTE as needed.

1.39 GTOC

GTE Telephone Operating Company.

1.40 Hazardous Chemical

As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

1.41 Hazardous Waste

As described in Resource Conservation Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

1.42 Imminent Danger

As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.43 Incumbent Local Exchange Carrier (ILEC)

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

1.44 Initial Service Order

A charge applied to each LSR of Unbundled Loops and/or Ports with the exception of Subsequent Service Order changes to existing CLEC accounts.

1.45 Interconnection Facility

See “Internetwork Facilities”.

1.46 Interconnection Point (IP)

The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

1.47 Interexchange Carrier (IXC)

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.48 Interim Number Portability (INP)

The delivery of Local Number Portability (LNP) capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

1.49 Internetwork Facilities

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.50 ISDN User Part (ISUP)

A part of the SS7 protocol that defines call setup messages and call takedown messages.

1.51 Line Information Data Base (LIDB)

One or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

1.52 Line Side

Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

1.53 Local Access and Transport Area (LATA)

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.54 Local Exchange Carrier (LEC)

Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.55 Local Exchange Routing Guide (LERG)

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.56 Local Number Portability (LNP)

The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.57 Local Service Request (LSR)

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.

1.58 Local Traffic

Traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service (EAS), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic excludes Enhanced Service Provider (ESP) and Internet

Service Provider (ISP) traffic , including but not limited to Internet, 900-976, etc., and Internet Protocol based long distance telephony.

1.59 Loop Facility Charge

A charge applied to LSRs when field work is required for establishment of unbundled loop service. Applied on a per LSR basis.

1.60 Main Distribution Frame (MDF)

The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

1.61 Meet-Point Billing (MPB)

Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.

1.62 Mid-Span Fiber Meet

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon IP.

1.63 Multiple Exchange Carrier Access Billing (MECAB)

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

1.64 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.

1.65 Network Interface Device (NID)

The point of demarcation between the end user's inside wiring and GTE's facilities.

1.66 911 Service

A universal telephone number which gives the public direct access to the 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.

1.67 North American Numbering Plan (NANP)

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.68 Numbering Plan Area (NPA)

Also sometimes referred to as an area code, is the three digit indicator which is defined by the "A", "B", and "C" 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" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.69 NXX, NXX Code, Central Office Code or CO Code

The three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.70 Owner or Operator

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility (see reference in Article III, Section 47).

1.71 Party/Parties

GTE and/or ONECOMM.

1.72 Pole Attachment

Refers to the definition set forth in Article X.

1.73 Provider

GTE or ONECOMM depending on the context and which Party is providing the service to the other Party.

1.74 Public Safety Answering Point (PSAP)

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.75 Rate Center

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.76 Right-of-way (ROW)

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.

1.77 Routing Point

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.78 Service Control Point (SCP)

The node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.79 Service Switching Point (SSP)

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.80 Shared Transport

The physical interoffice facility not dedicated to any one customer, that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (GTE end user or ONECOMM end user when ONECOMM has purchased unbundled local switching), and are referred to as “shared transport facilities”.

1.81 Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.82 Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.83 Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.

1.84 Subsidiary

A corporation or other legal entity that is majority owned by a Party.

1.85 Subsequent Service Order

Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no NRC will be applied.

1.86 Synchronous Optical Network (SONET)

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

1.87 Switched Access Service

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.88 Telcordia Technologies

A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.89 Telecommunications Services

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.

1.90 Third Party Contamination

Environmental pollution that is not generated by the LEC or ONECOMM but results from off-site activities impacting a facility.

1.91 Transfer of Service

A charge applied to LSR's which involve account changes (e.g., CLEC to CLEC transfers, DA & CPE billing changes on Unbundled Ports).

1.92 Trunk Side

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.93 Unbundled Network Element (UNE)

Generally a facility or equipment used in the provision of a Telecommunications Service. Specific references to UNEs contained throughout this Agreement shall be to the network elements that are to be unbundled pursuant to Article VII of this Agreement.

1.94 Undefined Terms

Terms that may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the effective date of this Agreement.

1.95 Vertical Features (including CLASS Features)

Vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call

Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

1.96 Wire Center

A building or space within a building that serves as an aggregation point on a LEC'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 exchange services and access services, are located.

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until February 28, 2002 and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond 90 calendar days after the end of the current term.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

(a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.

(b) If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or

portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and ONECOMM has not relied on GTE counsel, pursuant to this Agreement.

6. Responsibility for Payment.

GTE may charge ONECOMM and ONECOMM will pay GTE a deposit before GTE is required to perform under this agreement if ONECOMM has not established a good payment history with GTE. Such deposit will be calculated based on GTE’s estimated two-month charges to ONECOMM using ONECOMM’s forecast of resale lines and unbundled loops and ports. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before orders can be taken, the CLEC Profile must be completed and returned; and, if required, an advanced deposit paid. ONECOMM will provide GTE with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the GTE Guide. ONECOMM agrees to warrant to GTE that it is a certified provider of telecommunications service. ONECOMM will document its Certificate of Operating Authority on the CLEC Profile and agrees to update this CLEC Profile as required to reflect its current certification.

8. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

9. Electronic Interface.

The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards. ONECOMM should refer to the GTE Guide for the current OSS capabilities.

9.1 ONECOMM may migrate to fully interactive system to system interconnectivity. GTE, with input from ONECOMM and other carriers, shall provide general interface specifications for electronic access to this functionality. These specifications will be provided to enable ONECOMM to design system interface capabilities. Development will be in accordance with applicable national standards committee guidelines. Such interfaces will be available as expeditiously as possible.

9.2 All costs and expenses for any new or modified electronic interfaces exclusively to meet ONECOMM requirements that GTE determines are different from what is Currently Available will be paid by ONECOMM, if GTE is in agreement.

9.3 ONECOMM shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE provided interfaces as described in the Guide.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), ONECOMM and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges that are for more than one-year prior to the current billing date.

10.2 Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable GTE/Contel state access tariffs, the state retail tariff, or the GTOC/GSTC FCC No. 1 tariff, in accordance with the service ordered, or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

10.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

10.5 Audits.

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written

notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

11. Binding Effect.

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

12. Capacity Planning and Forecasting.

Within thirty (30) days from the effective date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, UNEs, Interim Number Portability (INP), Interconnection Services, Collocation, Poles, Conduits and Rights-of-Way (ROW). GTE may delay processing ONECOMM service orders should the Parties not perform obligations as specified in this Section 12. Such responsibilities shall include but are not limited to the following:

12.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

12.2 ONECOMM will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.

12.4 ONECOMM shall notify GTE promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

13. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14. Confidential Information.

14.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services or UNEs placed by ONECOMM pursuant to this Agreement, and information that would constitute customer proprietary network information of ONECOMM end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to ONECOMM end users, whether disclosed by ONECOMM to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, and where GTE is the North American Numbering Plan (NANP) Number Plan Administrator, ONECOMM information submitted to GTE in connection with such responsibilities shall

be deemed Confidential Information of ONECOMM for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

14.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

(a) That all Confidential Information shall be and shall remain the exclusive property of the source;

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

14.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15. Consent.

Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, unreasonably withheld, or delayed.

16. Fraud.

ONECOMM assumes responsibility for all fraud associated with its end-user customers and accounts. GTE shall bear no responsibility for, nor is it required to investigate or make adjustments to ONECOMM's account in cases of fraud.

17. Reimbursement of Expenses.

In performing under this Agreement GTE may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event GTE is entitled to reimbursement from ONECOMM for all such costs. For all such costs and expenses GTE shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to GTE's common costs.

18. Dispute Resolution.

18.1 Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

18.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.

19. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

20. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

22. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

24. Standard Practices.

The Parties acknowledge that GTE shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the Guide. ONECOMM agrees that GTE may implement such practices to satisfy any GTE obligations under this Agreement.

25. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

26. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

27. Law Enforcement Interface.

27.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

27.2 GTE agrees to work jointly with ONECOMM in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for ONECOMM customers will be billed to ONECOMM.

27.3 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a ONECOMM Customer and shall refer them to ONECOMM.

27.4 Subsequent to the execution and approval of this Agreement by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for CLEC procedures which will be in compliance with applicable state and federal laws.

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for

invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services, UNEs or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from Services, UNEs or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

28.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNEs OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

28.4 Limitation of Liability.

Each Party’s liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses GTE may recover, including those under Section 17 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

28.5 Intellectual Property.

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

29. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

30. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE:

GTE South Incorporated
Attention: Assistant Vice President/Associate General Counsel
Service Corporation
600 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone number: 972/718-6361
Facsimile number: 972/718-3403
Internet Address: wmnotices@telops.gte.com

and

GTE South
Incorporated
Attn: Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972/718-5988
Facsimile Number: 972/719-1519
Internet Address: wmnotices@telops.gte.com

If to ONECOMM: One Communications Systems, Inc.
Attention: Charles L. Culton, President
1004 West 5th Street
London, KY 40741
Telephone number: 606/877-3584
Facsimile number: 606/877-9070
Internet Address: clc@sun-spot.com

32. Protection.

32.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

32.2 Resolution.

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

33. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, UNEs or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and ONECOMM.

34. Regulatory Agency Control.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

35. Changes in Legal Requirements.

GTE and ONECOMM further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.

36. Effective Date.

This Agreement will be effective only upon execution by both Parties and approval by the Commission in accordance with Section 252 of the Act. The “effective date” of this Agreement for all purposes will be as established by the Commission approval order. The Parties agree orders for services will not be submitted or accepted within the first ten (10) business days after the agreement is effective.

37. Regulatory Matters.

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.

If either Party does not provide necessary filing materials within 90 days of execution of this Agreement, any contract signatures will no longer be effective. If both Parties determine to proceed with filing, negotiations between the Parties will resume.

38. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

39. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

40. OSS Performance Measurements

40.1 The Parties will provide a level of service to each other with respect to services and facilities under this Agreement in compliance with the non-discrimination requirements of the Act.

40.2 The performance measurements detail the areas of performance to be tracked, reported and audited. GTE will make available monthly performance measurement data via the internet on GTE's WISE website. The results of these performance measurements shall be used to indicate the level of quality of service GTE provides to CLEC and satisfies GTE's obligations under the Act or state law. Furthermore, GTE expects to satisfy requirements for reporting and auditing as may be mandated by state law.

40.3 Performance measurements to measure quality of service are provisional and subject to continued evolution as driven by the industry and state commissions. Performance measurements, when developed and implemented on GTE's WISE website (http://www.gte.com/wise), shall be made available to CLEC and shall automatically modify and/or replace existing performance measurements GTE currently makes available to all CLECs.

40.4 GTE's performance measurements are made available on a nationwide basis to all qualifying CLECs. Such performance measurements provide for standards to measure the quality of services, elements or functions offered by GTE within the following major categories:

(a) Pre-Ordering
Pre-ordering activities relate to the exchange of information between GTE and the CLEC regarding current or proposed customer products and services, or any other information required to initiate ordering of service. Pre-ordering encompasses the critical information needed to submit a provisioning order from the CLEC to GTE. The pre-order measurement reports the timeliness with which pre-order inquiries are returned to CLECs by GTE.

(b) Ordering

Ordering activities include the exchange of information between GTE and the CLEC regarding requests for service. Ordering includes: (1) the submittal of the service request from the CLEC, (2) rejection of any service request with errors and (3) confirmation that a valid service request has been received and a due date for the request assigned. Ordering performance measurements report on the timeliness with which these various activities are completed by GTE. Also captured within this category is reporting on the number of CLEC service requests that automatically generate a service order in GTE's service order creation system.

(c) Provisioning

Provisioning is the set of activities required to install, change or disconnect a customer's service. It includes the functions to establish or condition physical facilities as well as the completion of any required software translations to define the feature functionality of the service. Provisioning also involves communication between the CLEC and GTE on the status of a service order, including any delay in meeting the commitment date and the time at which actual completion of service installation has occurred. Measurements in this category evaluate the quality of service installations, the efficiency of the installation process and the timeliness of notifications to the CLEC that installation is completed or has been delayed.

(d) Maintenance

Maintenance involves the repair and restoral of customer service. Maintenance functions include the exchange of information between GTE and CLEC related to service repair requests, the processing of trouble ticket requests by GTE, actual service restoral and tracking of maintenance history. Maintenance measures track the timeliness with which trouble requests are handled by GTE and the effectiveness and quality of the service restoral process.

(e) Network Performance

Network performance involves the level at which GTE provides services and facilitates call processing within its network. GTE also has the responsibility to complete network upgrades efficiently. If network outages do occur, GTE needs to provide notification so appropriate network management and customer notification can occur by CLECs. Network performance is evaluated on the quality of interconnection, the timeliness of notification of network outages and the timeliness of network upgrades (code openings) GTE completes on behalf of the CLEC.

(f) Billing

Billing involves the exchange of information necessary for CLECs to bill its customers, to process the end user's claims and adjustments, to verify GTE's bill for services provided to the CLEC and to allow CLECs to bill for access. Billing measures have been designed to gauge the quality, timeliness and overall effectiveness of GTE billing processes associated with CLEC customers.

(g) Collocation

GTE is required to provide to CLECs available space as required by law to allow the installation of CLEC equipment. Performance measures in this category assess the timeliness with which GTE handles the CLEC's request for collocation as well as how timely the collocation arrangement is provided.

(h) Data Base Updates

Database updates for directory assistance/listings and E911 include the processes by which these systems are updated with customer information which has changed due to the service provisioning activity. Measurements in this category are designed to evaluate the timeliness and accuracy with which changes to customer information, as submitted to these databases, are completed by GTE.

(i) Interfaces

GTE provides the CLECs with choices for access to OSS pre-ordering, ordering, maintenance and repair systems. Availability of the interfaces is fundamental to the CLEC being able to effectively do business with GTE. Additionally, in many instances, CLEC personnel must work with the service personnel of GTE. Measurements in this category assess the availability to the CLECs of systems and personnel at GTE work centers.

41. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

42. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.

43. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

44. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

44.1 Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or

property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

44.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E311/311, franchise fees, and Commission surcharges.

45. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

46. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

47. Environmental Responsibility.

47.1 ONECOMM is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by ONECOMM. In accordance with Section 47.10, ONECOMM will indemnify GTE for all claims, fees, penalties, damages, and causes of action with respect to these materials. No substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a GTE Facility. ONECOMM must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the GTE Facility.

47.2 ONECOMM, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by GTE when working at a GTE Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of GTE's practices/procedures constitutes a warranty or representation by GTE that ONECOMM's compliance with GTE's practices/procedures, with this Agreement, or with GTE's directions or recommendations will achieve compliance with any applicable law. ONECOMM is responsible for ensuring that all activities conducted by ONECOMM at the Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.

47.3 GTE and ONECOMM shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the GTE Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or significant petroleum contamination in a manhole.

47.4 ONECOMM shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to ONECOMM after a complete and proper request by ONECOMM for same, then GTE's permit, approval, or identification number may be used as authorized by law and upon prior approval

by GTE. In that case, ONECOMM must comply with all of GTE's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of GTE's permits, approvals, or identification numbers, or compliance with GTE's practices/procedures constitutes a representation or warranty that ONECOMM's activities will be in compliance with applicable laws, and such compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.

47.5 If Third Party Contamination is discovered at a GTE Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If ONECOMM discovers Third Party Contamination, ONECOMM will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude ONECOMM from complying with an applicable reporting requirement.

47.6 GTE and ONECOMM shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. If fees are associated with such filings, GTE and ONECOMM must develop a cost sharing procedure.

47.7 When conducting operations in any GTE manhole or vault area, ONECOMM shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. ONECOMM shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a GTE manhole or vault area. GTE shall not be responsible for any costs incurred by ONECOMM in meeting its obligations under this Section.

47.8 ONECOMM shall provide reasonable and adequate compensation to GTE for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a result of providing ONECOMM with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.

47.9 Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between GTE and the land owner. In this regard, ONECOMM must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

47.10 Notwithstanding Section 27, with respect to environmental responsibility under this Section 47, GTE and ONECOMM shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the GTE Facility.

48. TBD Prices.

Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be

considered "To Be Determined" (TBD). With respect to all TBD prices, prior to ONECOMM ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific UNE, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by ONECOMM to GTE, and any overpayment shall be refunded by GTE to ONECOMM, within 45 Business Days after the establishment of the price by the Commission.

49. Amendment of Certain Rates, Terms and Conditions.

The rates, terms and conditions in this Agreement that are specified in Appendix 49A (the “AT&T Terms“) were taken from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement) approved by the Commission in Docket No. P-96-478. The rates, terms and conditions not included in this Agreement but referenced in Appendix 49B (the “GTE Terms“) were excluded from the AT&T Agreement by the Commission in Docket No. 96-478. GTE and ONECOMM agree that if the “AT&T Terms“ are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the “AT&T Terms“ or, as appropriate, the substitution of “GTE Terms“ for all stayed and enjoined “AT&T Terms“, and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and ONECOMM further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC’s First Report and Order, in whole or in part (“actions”). To the extent warranted by any such action, the Parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 49. The Parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement, consistent with such action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the AT&T Terms are affected by such action and GTE determines they cannot be consistently applied therewith, the GTE Terms shall apply. ONECOMM acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC’s First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the “GTE Terms“ and the “AT&T Terms“ are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 49, ONECOMM agrees that this entire Agreement is void and will not become effective, and ONECOMM agrees to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court).

ARTICLE IV

GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to retail services made available by GTE to ONECOMM for resale and UNEs provided by GTE to ONECOMM, when appropriate, unless otherwise specified in this Agreement. As applied to services or UNEs offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "ONECOMM" as defined in this Agreement.

2. Liability of GTE.

2.1 Inapplicability of Tariff Liability.

GTE's general liability, as described in the GTE Retail Tariff, does not extend to ONECOMM's customers or any other third party. Liability of GTE to ONECOMM resulting from any and all causes arising out of services, facilities, UNEs or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to GTE. GTE shall be liable for the individual services, facilities or elements that it separately provides to ONECOMM and shall not be liable for the integration of components combined by ONECOMM.

2.2 ONECOMM Tariffs or Contracts.

ONECOMM shall, in its tariffs or other contracts for services provided to its end-users using services, facilities or UNEs obtained from GTE, provide that in no case shall GTE be liable to ONECOMM's end-users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by ONECOMM of the possibility of such damages and ONECOMM shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with ONECOMM's end-users.

2.3 No Liability for Errors.

GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end-users to ONECOMM for any ongoing ONECOMM service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, ONECOMM shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including ONECOMM's end-users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures.

If ONECOMM submits an order for resold services or unbundled elements under this Agreement in order to provide service to an end-user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services or unbundled elements, and the end-user notifies GTE that the end-user did not authorize ONECOMM to provide local exchange services to the end-user, ONECOMM must provide GTE with written documentation of authorization from that

end-user within thirty (30) Business Days of notification by GTE. If ONECOMM cannot provide written documentation of authorization within such time frame, ONECOMM must within three (3) Business Days thereafter:

(a) notify GTE to change the end-user back to the LEC providing service to the end-user before the change to ONECOMM was made; and

(b) provide any end-user information and billing records ONECOMM has obtained relating to the end-user to the LEC previously serving the end-user; and

(c) notify the end-user and GTE that the change back to the previous LEC has been made.

Furthermore, GTE will bill ONECOMM fifty dollars ($50.00) per affected line to compensate GTE for switching the end-user back to the original LEC.

4. Impact of Payment of Charges on Service.

ONECOMM is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations. If ONECOMM fails to pay when due any and all charges billed to ONECOMM under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) calendar days after the bill date of such Unpaid Charges excepting previously disputed charges for which ONECOMM may withhold payment, GTE shall notify ONECOMM in writing that it must pay all Unpaid Charges to GTE within seven (7) Business Days. If ONECOMM disputes the billed charges, it shall, within said seven (7) day period, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to GTE all undisputed charges. If ONECOMM and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either ONECOMM or GTE may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if ONECOMM owes payment it shall make such payment to GTE with any late payment charge under Article III, Section 10.3, from the original payment due date. If ONECOMM owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. If ONECOMM fails to pay any undisputed Unpaid Charges, ONECOMM shall, at its sole expense, within five (5) Business Days notify its end-users that their service may be disconnected for ONECOMM's failure to pay Unpaid Charges, and that its end-users must select a new provider of local exchange services. GTE may discontinue service to ONECOMM upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to ONECOMM or ONECOMM's end-users in the event of such disconnection. If ONECOMM fails to provide such notification or any of ONECOMM's end-users fail to select a new provider of services within the applicable time period, GTE may provide local exchange services to ONECOMM's end-users under GTE's applicable end-user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to ONECOMM's end-user, but will be assessed to ONECOMM.

5. Unlawful Use of Service.

Services, facilities or unbundled elements provided by GTE pursuant to this Agreement shall not be used by ONECOMM or its end-users for any purpose in violation of law. ONECOMM, and not GTE, shall be responsible to ensure that ONECOMM and its end-users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to ONECOMM or disconnect particular services, facilities or unbundled elements provided under this Agreement to ONECOMM or, as appropriate, ONECOMM's end-user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) GTE is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by GTE is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided to ONECOMM, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to GTE the written finding of a court, then upon request of ONECOMM and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.

6. Timing of Messages.

With respect to GTE resold measured rate local service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network. Timing of messages applicable to GTE's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.

7. Procedures For Preordering, Ordering, Provisioning, Etc.

Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are governed by the GTE Guide. In accordance with Article III, Section 7, GTE will not process resale or unbundled network element orders until the ONECOMM Profile has been completed and returned; and, if required, an advanced deposit paid.

8. Letter of Authorization

8.1 GTE will not release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to ONECOMM on GTE end-user customer accounts unless ONECOMM first provides to GTE a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between GTE and ONECOMM authorizing the release of such information to ONECOMM or if state or federal law provides otherwise, in accordance with such law.

8.2 An (LOA) will be required before GTE will process an order for Services provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than ONECOMM. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and ONECOMM.

9. Customer Contacts.

Except as otherwise provided in this Agreement or as agreed to in a separate writing by ONECOMM, ONECOMM shall provide the exclusive interface with ONECOMM's end-user customers in connection with the marketing or offering of ONECOMM services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to interface directly with ONECOMM's end-users, such personnel shall not identify themselves as representing GTE. All forms, business cards or other business materials furnished by GTE to ONECOMM end-users shall be generic in nature. In no event shall GTE personnel acting on behalf of ONECOMM pursuant to this Agreement provide information to ONECOMM end-users about GTE products or services unless otherwise authorized by ONECOMM.

ARTICLE V

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by GTE to ONECOMM or by ONECOMM to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between GTE and ONECOMM. The services and facilities described in this Article shall be referred to in this Article V as the "Services."

1.1.1 ONECOMM initiates orders for trunk-side interconnection services by sending an ASR to GTE. ONECOMM should submit ASRs to GTE through on-line applications or electronic files. The ordering process is described in the GTE Guide. The ASR will be reviewed by GTE for validation and correction of errors. Errors will be referred back to ONECOMM. ONECOMM then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

ONECOMM will order services for interim number portability, directly from GTE through an electronic interface or fax. The following describes generally the processes GTE will use for ordering, provisioning and billing for interconnection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide.

2.2 Rates and Charges.

Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. GTE's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof. ONECOMM's separate rates and charges are also set forth in Appendix A attached hereto and made a part hereof.

2.3 Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. ONECOMM is required to order trunks pursuant to Section 4.3.3 of this Article.

2.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Telcordia Technologies Billing Output Specifications (BOS).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

2.4.2 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS and jointly provided IXC traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.

3.2.3 Compensation for Terminating Access Charges on Calls to Ported Numbers. The Parties agree that a meet point billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXCs applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for meet point billing. Until industry standards for call record exchanges are established for interim number portability, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the

party billing the switched access will share the switched access revenue with the other Party. The Party providing interim number portability is entitled to keep the portion of collected access revenue associated with tandem switching, transport, and residual/transport interconnection charge rate elements, as applicable. The party terminating ported calls is entitled to receive the portion of collected access revenue associated with the end office switching rate elements. As part of this revenue sharing arrangement, the Parties agree to compensate each other as specified in Appendix B.

3.2.3.1 As part of the revenue sharing arrangement described in Section 3.2.3 the number of lines per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per ported number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per ported number available for compensation can only be increased by mutual consent of the Parties.

3.2.3.2 As part of the revenue sharing arrangement described in Section 3.2.3 the Parties agree that the compensation rates may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rates if a significant event occurs. At a minimum, the Parties agree to reevaluate the rates on an annual basis.

3.2.3.3 The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving Party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. The Parties agree that no charges shall be applied to the ported switched access calls as part of the local traffic termination. When the access revenue sharing arrangement described in Section 3.2.3 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if reciprocal compensation for local calls is implemented.

3.2.3.4 As part of the revenue sharing arrangement described in Section 3.2.3 the Party receiving the payments on a per line per month basis agrees to provide the following information on its invoice: Name of the end user accounts, the ported telephone numbers, the telephone numbers assigned to the lines in its switch, the INP methods used, class of service, and dates of initial installation and disconnects.

3.2.3.5 Upon implementation of permanent local number portability, the Parties agree to transition all interim number portability customers and their services to permanent local number portability methods within a mutually agreed upon time frame and discontinue use of further interim methods of number portability.

3.3 Tandem Switching Traffic.

The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end-users and any third party which is interconnected to the other Party's access tandems as follows:

3.3.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Appendix A.

3.3.2 The originating Party also assumes responsibility for compensation to the company which terminates the call.

3.3.3 The Parties agree to enter into their own agreements with third-party providers. In the event that ONECOMM sends traffic through GTE's network to a third-party provider with whom ONECOMM does not have a traffic interexchange agreement, then ONECOMM agrees to indemnify GTE for any termination charges rendered by a third-party provider for such traffic.

3.4 Inter-Tandem Switching.

The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as either ONECOMM has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and Automated Message Accounting (AMA) record standards which shall support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture.

ONECOMM may interconnect with GTE on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request (BFR) to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, GTE will work with ONECOMM in all circumstances to install IPs within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

(a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

(b) A virtual or physical Expanded Interconnection Service (EIS) arrangement at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

(c) A special access and/or CLEC Dedicated Transport arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and physical EIS arrangements are governed by appropriate GTE tariffs, except as provided in Article IX and Appendix G.

4.1.3 The Parties will mutually designate at least one IP on GTE's network within each GTE local calling area for the routing of Local Traffic.

4.2 Compensation.

The Parties agree to the following compensation for internetwork facilities, depending on facility type. Only Local Traffic and IntraLATA Toll Traffic will be used for calculation of this compensation.

4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the IP and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. ONECOMM will charge flat rated transport to GTE for ONECOMM facilities used by GTE at tariffed rates or as mutually agreed. ONECOMM will apply charges based on the lesser of; (i) the airline mileage from the IP to the ONECOMM switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.2.2 Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. ONECOMM will charge GTE flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ONECOMM will apply charges based on the lesser of (i) the airline mileage from the IP to the ONECOMM switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

4.2.3 Special Access and/or CLEC Dedicated Transport: GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

In accordance with Article III, Section 12, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.

4.3.1. The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

4.3.2. ONECOMM shall make available to GTE trunks over which GTE shall terminate to end-users of ONECOMM-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end-users of GTE-provided Exchange Service.

4.3.3. ONECOMM and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. ONECOMM and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from ONECOMM to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent ONECOMM desires to have any IXCs originate or terminate switched access traffic to or from ONECOMM, using jointly provided switched access

facilities routed through a GTE access tandem, it is the responsibility of ONECOMM to arrange for such IXC to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and ONECOMM. If the IXC subsequently indicates that it does not want the traffic routed to or from ONECOMM, GTE will not route the traffic.

4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.

4.3.4. End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a ONECOMM end office and a GTE end office.

4.3.5. ONECOMM and GTE will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic carried on local interconnection trunks. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A.

4.3.6. Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly-engineered to the appropriate industry grade of service standard B.01 or B.005.

4.3.7. ONECOMM and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grades of service standard B.01 or B.005. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4.3.8. SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

4.3.9. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.

4.3.10. The Parties will support intercompany 64kbps clear channel where available.

4.3.11. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.4 Trunk Forecasting.

4.4.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:

4.4.1.1 yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and

4.4.1.2 the use of (i) CLCI -MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.4.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 4.3.7. When a condition of excess capacity is identified, GTE will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustment.

4.6 Network Redesigns Initiated by GTE.

GTE will not charge ONECOMM when GTE initiates its own network redesigns/reconfigurations.

4.7 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.

4.7.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.3 of this Article V.

4.7.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.

5. Indirect Network Interconnection.

Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem until such time as compensation arrangements have been established in accordance with this Article V, Sections 3.1 and 3.4.

6. Number Resources.

6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact ONECOMM's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by ONECOMM shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number

Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to ONECOMM. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. ONECOMM shall not request number resources to be assigned to any GTE switching entity.

6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

6.2 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, ONECOMM shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign whole NPA-NXX codes to each Rate Center.

6.3 Routing Points.

ONECOMM will also designate a Routing Point for each assigned NXX code. ONECOMM may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively ONECOMM may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by ONECOMM within an existing GTE exchange area and LATA.

6.4 Code and Numbers Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect ONECOMM proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 14 of this Agreement.

6.5 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability (NP).

7.1 Interim Number Portability (INP).

Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end-user customers to change service-providing Party without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding (“RCF”) and/or direct inward dialing (DID). The requesting Party will provide “forward to” telephone number that is within the same Wire Center. The GTE rates for INP service using RCF are set out in Appendix B attached to this Agreement and made a part hereof. ONECOMM shall provide INP to GTE at the rates specified for ONECOMM in Appendix B.

If a Party wishes to use Direct Inward Dialing (DID) to provide INP to its end-users, dedicated truck group is required between the GTE end office where the DID numbers are served into the CLEC switch. If there are no existing facilities between GTE and the CLEC, the dedicated facilities and

transport trunks will be provisioned as switched access or unbundled service using the ASR provisioning process. The requesting Party will reroute the DID numbers to the pre-positioned trunk group using an Local Service Request (LSR). CLEC may purchase DID trunk service from GTE's tariff.

7.2 Local Number Portability (LNP).

7.2.1 The Parties agree that they shall develop and deploy number portability in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable.

7.2.2 The Parties agree that all INP accounts will be converted to LNP within a reasonable period of time after the conversion of a switch to commercially available LNP, and that a reasonable period of time is 90 days or as otherwise negotiated.

7.2.3 New requests for INP will not be allowed in a switch once LNP has been deployed in that switch.

8. Meet-Point Billing (MPB).

8.1 Meet-Point Arrangements.

8.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 3.2.3 for Interim Portability.

8.1.2 Except in instances of capacity limitations, GTE shall permit and enable ONECOMM to sub-tend the GTE access tandem(s) nearest to the ONECOMM Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, ONECOMM shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.

8.1.3 Interconnection for the MPB arrangement shall occur at the IP.

8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.

8.1.5 ONECOMM and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

8.1.6 As detailed in the MECAB document, ONECOMM and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by ONECOMM and GTE via the meet-point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

8.1.7 ONECOMM and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by ONECOMM and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.

8.2.2 Subsequently, ONECOMM and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by ONECOMM and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

9. Common Channel Signaling.

9.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 9 of this Article. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

9.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

9.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

9.4 Connection Through Signal Transfer Point (STP).

ONECOMM must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's Line Information Data Base (LIDB) shall, consistent with this section, take place only through appropriate STP pairs.

9.5 Third Party Signaling Providers.

ONECOMM may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of ONECOMM in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

9.6 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

10. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

ARTICLE VI

RESALE OF SERVICES

1. General.

The purpose of this Article VI is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from GTE and resold by ONECOMM and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the GTE Guide. GTE will make available to ONECOMM for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.1 below.

2. Terms and Conditions.

2.1 Restrictions on Resale.

The following restrictions shall apply to the resale of retail services by ONECOMM.

2.1.1 ONECOMM shall not resell to one class of customers a service that is offered by GTE only to another class of customers in accordance with state requirements (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

2.1.2 ONECOMM shall not resell lifeline services and services for the disabled.

2.1.3 ONECOMM shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to ONECOMM for resale. GTE will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.

2.2 Interim Universal Service Support Charge for Resale Services.

ONECOMM wishes to resell GTE's Basic Exchange Residential and Business services. It is GTE's position that GTE's current intraLATA toll rates include implicit subsidies that support below-cost prices for other services and thus promote universal service. This universal service support is lost where a CLEC resells GTE's local service but does not resell GTE's intraLATA toll service. For this reason, GTE will not resell Basic Exchange Residential or Business services unless ONECOMM pays the monthly interim universal service support charge set forth in Appendix C. GTE believes that this interim surcharge is required by state and federal law.

The lawfulness of GTE's interim surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer for resale Basic Exchange Residential and Business services at the avoided cost discount rate set forth in Appendix C without the interim surcharge, but subject to the following terms and conditions:

2.2.1 ONECOMM agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, ONECOMM will (i) begin paying the monthly interim surcharge in accord with Appendix C, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this agreement.

2.2.2 Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring the CLEC to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.

2.2.3 Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

2.3 Restrictions on Discount of Retail Services.

The discount specified in Section 5.3 herein shall apply to all retail services except for the following:

2.3.1 ONECOMM may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. ONECOMM shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.

2.3.2 ONECOMM may resell ICB/Contract services without a discount and only to end-user customers that already have such services.

2.3.3 ONECOMM may resell COCOT coin or coinless line; however, no discount applies.

2.3.4 ONECOMM may resell special access; however, no discount applies.

2.3.5 ONECOMM may resell operator services and directory assistance as specified in Section 5.6 herein and in accordance with the OS/DA discount specified in Appendix C.

2.4 Resale to Other Carriers.

Services available for resale may not be used by ONECOMM to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

ONECOMM will order services for resale directly from GTE through an electronic interface or fax. The following describes generally the processes GTE will use for ordering, provisioning and billing for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide.

3.2 Local Service Request.

Orders for resale of services will be placed utilizing standard LSR forms. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by ONECOMM before a request can be processed.

3.2.1 GTE will accept orders for As-Is Transfer (AIT) of services from GTE to ONECOMM where GTE is the end-user's current local exchange company. GTE cannot provide an AIT of service from another CLEC selling GTE's services to ONECOMM.

3.3 Certificate of Operating Authority.

When ordering, ONECOMM must represent and warrant to GTE that it is a certified provider of local dial-tone service. ONECOMM will provide a copy of its Certificate of Operating Authority or other evidence of its status to GTE upon request.

3.4 Directory Assistance (DA) Listings.

GTE shall include a ONECOMM customer listing in its DA database as part of the LSR process. GTE will honor ONECOMM Customer's preferences for listing status, including non-published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

3.5 Nonrecurring Charges.

ONECOMM shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix C. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits will be charged from the appropriate tariff. No discount applies to nonrecurring charges.

3.6 Alternate Billed Calls.

GTE shall record usage data originating from ONECOMM subscribers that GTE records with respect to its own retail customers, using services ordered by ONECOMM. On resale accounts, GTE will provide usage in EMR format per existing file exchange schedules. Incollects are calls that are placed using the services of GTE or another LEC or Local Service Provider (LSP) and billed to a resale service line of ONECOMM. Outcollects are calls that are placed using a ONECOMM resale service line and billed to a GTE line or line of another LEC or LSP. Examples of an incollect or an outcollect are collect, credit card calls.

3.6.1 Incollects. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to ONECOMM for billing to ONECOMM's end- users. GTE will settle with the earning company, and will bill ONECOMM the amount of each incollect record less the Billing & Collection (B&C) fee for end-user billing of the incollects. The B&C credit will be $.05 per billed message. Any additional message processing fees associated with ONECOMM's incollect messages that are incurred by GTE will be billed to ONECOMM on the monthly statement.

3.6.2 Outcollects. When the GTE end-office switch from which the resale line is served utilizes a GTE operator services platform, GTE will provide to ONECOMM the unrated message detail that originates from a ONECOMM resale service line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). ONECOMM as the LSP will be deemed the earning company and will be responsible for rating the message at ONECOMM rates and ONECOMM will be responsible for providing the billing message detail to the billing company for end-user billing. ONECOMM will pay to GTE charges as agreed to for services purchased, and ONECOMM will be compensated by the billing company for the revenue which ONECOMM is due.

When a non-GTE entity provides operator service to the GTE end office from which the resale line is provisioned, ONECOMM must contract with the operator services provider to get any EMR records which ONECOMM requires.

3.7 Transfers Between ONECOMM and Another Reseller of GTE Services.

When ONECOMM has obtained an end-user customer from another reseller of GTE services, ONECOMM will inform GTE of the transfer by submitting standard LSR forms to GTE.

3.7.1 GTE cannot accept an order for AIT of service from one CLEC reselling GTE services to another reseller of GTE services.

3.8 Local Calling Detail.

Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to ONECOMM does not include local calling detail. However, ONECOMM may request and GTE shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

3.9 Billing.

GTE will utilize CBSS to produce the required bills for resold services. CBSS will create a bill to ONECOMM along with a summary bill master. State or sub-state level billing will include up to thirty (30) summary bill accounts.

3.10 LIDB.

For resale services, the LSR will generate updates to GTE's LIDB for validation of calling card, collect, and third number billed calls.

3.11 Originating Line Number Screening (OLNS).

Upon request, GTE will update the database to provide OLNS which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

4. Maintenance.

4.1 Maintenance, Testing and Repair.

GTE will provide repair and maintenance services to ONECOMM and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to GTE end-user customers. GTE will not initiate a maintenance call or take action in response to a trouble report from a ONECOMM end-user until such time as trouble is reported to GTE by ONECOMM. ONECOMM must provide to GTE all end-user information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the Guide.

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

Resold basic Exchange Service includes, but is not limited to, the following elements:

(a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.

(b) Local Calling - at local usage measured rates if applicable to the end-user customer.

(c) Access to long distance carriers

(d) E-911 Emergency Dialing

(e) Access to Service Access Codes - e.g., 800, 888, 900

(f) Use of AIN Services (those Currently Available to end-users)

(g) End-user Private Line Services

(h) Listing of telephone number in appropriate "white pages" directory; and

(i) Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area

(j) IntraLATA toll

5.2 Other Services Available for Resale.

GTE will provide resold services at retail less the avoided cost discount as defined in Article VI, Section 5.3. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to ONECOMM are those telecommunication services described in GTE's retail tariffs, as amended from time to time. Any new retail services that GTE offers in such tariffs to customers who are not telecommunications carriers may also be available to ONECOMM for resale under the same terms and conditions contained in this Agreement.

5.2.1 Promotional Services. GTE shall make available for resale, those promotional offerings that are greater than 90 days in duration and the special promotional rate will be subject to the applicable resale discount.

5.3 Rates.

The prices charged to ONECOMM for Local Services shall be calculated as follows:

5.3.1 Avoided Cost Discount as shown in Appendix C shall apply to all retail services except those services listed in Section 2.1 and Section 2.3 herein.

5.3.2 The discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.

5.3.3 The resulting rate is the resale rate.

5.4 Grandfathered Services.

Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale discount.

5.5 Access.

GTE retains all revenue due from other carriers for access to GTE facilities, including both switched and special access charges.

5.6 Operator Services (OS) and Directory Assistance (DA).

OS for local and toll assistance (for example, call completion, busy line verification and emergency interruption) and DA (e.g., 411 calls) are provided as a part of Exchange Services offered for resale. GTE may brand this service as GTE .ONECOMM will be billed in accordance with GTE's retail tariff.

5.6.1 If ONECOMM requests branding or unbranding, GTE will provide such unbranding or rebranding with ONECOMM's name pursuant to Article VII, Section 12.

5.6.2 ONECOMM will be billed a charge for unbranding or rebranding and customized routing as set forth in Article VII, Section 11.4 and additional charges specified in Article VII, Section 12.4.

5.6.3 For those offices that ONECOMM has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability

and capacity limitations where customized routing is Currently Available. If GTE uses a third-party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third party on behalf of ONECOMM. ONECOMM must negotiate with the third party. In these instances, ONECOMM will need to purchase customized routing and dedicated trunking to differentiate its OS/DA traffic from GTE's.

ARTICLE VII

UNBUNDLED NETWORK ELEMENTS

On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in Iowa Utilities Board. Specifically, the Supreme Court vacated Rule 51.319 of the FCC's First Report and Order, FCC 96-325, 61 Fed. Reg. 45476 (1996) and modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. AT&T Corp. v. Iowa Utilities Board, No. 97-826, 1999 U.S. LEXIS 903 (1999). Under Section 251 (d)(2), the FCC was required to determine what UNEs should be made available, and it listed them in the now-vacated FCC Rule 51.319. Thus, there is currently no determination of what, if any, UNEs should be made available under the law, and until this determination is made there is no legal obligation to provide any particular UNEs. Without waiving any rights and only on an interim basis, GTE agrees to provide the UNEs listed herein ("Old 319 UNEs") in accordance with the associated provisions in the agreement and only upon the following interdependent terms and conditions:

- Until the FCC issues new and final rules with regard to vacated Rule 51. 319 that comply with the Act ("New Rules"), GTE will provide the Old 319 UNEs listed below even though it is not legally obligated to do so; provided, however, that ONECOMM agrees not to seek UNE "platforms," or "already bundled" combinations of UNEs.

- ONECOMM agrees that after the final FCC Rules are issued, the Parties will determine what UNEs should be included in the Agreement as required by the Act, and they will incorporate them into the Agreement. If the Parties cannot agree on what UNEs are then required under the Act, either Party at any time may seek to incorporate the appropriate UNEs under the Act into the agreement in accord with Sections 35 and 43 of Article III, the change of law provision(s) of the Agreement, notwithstanding anything to the contrary or the expiration of any time periods outlined in such provision (s) or any other provision of the Agreement.

- By providing Old 319 UNEs, GTE does not waive any of its rights, including its rights to seek recovery of its actual costs and a sufficient, explicit universal service fund. Nor does GTE waive its position that, under the Court's decision, it is not required to provide Old 319 UNEs unconditionally. Moreover, GTE does not agree that the Old 319 UNE rates set forth below are just and reasonable and in accordance with the requirements of sections 251 and 252 of Title 47 of the United States Code.

- The above "status quo" arrangement applies only to UNEs, UNE pricing, unbundling and UNE platform issues. The Parties have not determined if other provisions of the Agreement are inconsistent with the law. To the extent there are other provisions in the Agreement that are inconsistent with, or impacted by the law, including the Supreme Court's decision in Iowa Utilities Board, it is the intent of the Parties that the Agreement should conform thereto and that the "change of law" provisions therein may be invoked to accomplish that end.

1. General.

The purpose of this Article VII is to define the UNEs that may be leased by ONECOMM from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed by the GTE Guide.

2. Unbundled Network Elements.

2.1 Categories.

There are several separate categories of network components that shall be provided as UNEs by GTE:

(a) Network Interface Device (NID)

(b) Loop Elements

(c) Port and Local Switching Elements

(d) Transport Elements

(e) SS7 Transport and Signaling

2.2 Prices.

Individual UNEs and prices are identified on Appendix D attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix D.

2.2.1 Compensation For Exchange Of Traffic Using Unbundled Network Elements. Compensation arrangements between ONECOMM and GTE for exchanging traffic when ONECOMM uses GTE provided Unbundled Network Elements; i.e., port and local switching, transport, shall be as provided in Appendix F.

2.2.2 Interim Universal Service Support Charge. GTE assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in GTE's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of GTE services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer the port and loop UNEs at the rates set forth below in Appendix D without the interim surcharge, but subject to the following terms and conditions:

2.2.2.1 ONECOMM agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, ONECOMM will (i) begin paying the monthly interim surcharge in accord with Appendix D, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.

2.2.2.2 Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring ONECOMM to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.

2.2.2.3 Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

2.3 Connection to Unbundled Elements.

ONECOMM may connect to the UNEs listed in Article VII, Section 2.1 that ONECOMM chooses. The UNEs must be Currently Available and connection to them must be technically viable. ONECOMM may combine these UNEs with any facilities that ONECOMM may itself provide subject to the following:

2.3.1 Connection of ONECOMM facilities to unbundled elements shall be achieved via physical collocation arrangements ONECOMM shall maintain at the Wire Center at which the unbundled services are resident.

(a) In circumstances where physical collocation arrangements cannot be accommodated at wire centers where the unbundled services are resident, alternative arrangements shall be negotiated between GTE and ONECOMM. All incremental costs associated with the alternative arrangements shall be borne by ONECOMM.

2.3.2 Each unbundled element shall be delivered to ONECOMM's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Each loop or port element shall be delivered to ONECOMM collocation arrangement over an Expanded Interconnection Service cross-connection applicable to the unbundled elements. Applicable rates for this cross-connection are from GTE's FCC Tariff.

2.3.3 ONECOMM shall combine UNEs with its own facilities. GTE has no obligation to combine any UNEs for ONECOMM, nor does GTE agree to combine any network elements for ONECOMM. ONECOMM may not combine such UNEs to provide solely interexchange service or solely access service to an interexchange carrier.

2.4 Service Quality.

GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from ONECOMM's specific use of or modification to any UNE.

2.5 Provisioning and Support.

GTE agrees to provide UNEs in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. GTE shall provide power to such elements on the same basis as GTE provides to itself.

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

ONECOMM will order services for unbundled loops and ports directly from GTE through an electronic interface or fax. The following describes generally the processes GTE will use for ordering, provisioning and billing for UNEs. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide.

3.2 Local Service Request.

Orders for unbundled loops and ports will be placed utilizing standard LSR forms. Orders for unbundled dedicated transport will be placed utilizing standard ASR forms. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by ONECOMM before a request can be processed.

3.3 Certificate of Operating Authority.

When ordering unbundled loops or ports, ONECOMM must represent and warrant to GTE that it is a certified provider of local dial-tone service. ONECOMM will provide a copy of its Certificate of Operating Authority or other evidence of its status to GTE upon request.

3.4 Directory Assistance (DA) Listings.

GTE shall include a ONECOMM customer listing in its DA database as part of the LSR process for unbundled ports. GTE will honor ONECOMM customers' preferences for listing status, including non-

published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

3.5 Nonrecurring Charges.

ONECOMM shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs as listed in Appendix D. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) will be charged from the appropriate tariff.

3.6 Transfers Between ONECOMM.

When ONECOMM has obtained an end-user customer from another CLEC using GTE UNEs, ONECOMM will inform GTE of the transfer by submitting standard LSR forms to GTE.

3.7 Billing.

GTE will utilize CBSS to produce the required bills for unbundled loops, ports and shared transport. CBSS will create a bill to ONECOMM along with a summary bill master. State or sub-state level billing will include up to thirty (30) summary bill accounts. GTE will utilize CABS to produce the required bills for unbundled dedicated transport.

4. Network Interface Device.

4.1 Direct Connection.

ONECOMM shall be permitted to connect its own Loop directly to GTE's NID in cases in which ONECOMM uses its own facilities to provide local service to an end-user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, the following procedures shall apply:

4.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, ONECOMM must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. ONECOMM shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.

4.1.2 At multi-tenant customer locations, ONECOMM must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If ONECOMM cannot gain access to the cable termination block, ONECOMM must make a clean cut at the closest point to the cable termination block. At ONECOMM's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. ONECOMM will compensate GTE for the trip charge necessary to identify the cable pair to be removed.

4.1.3 GTE agrees to offer NIDs for lease to ONECOMM but not for sale. ONECOMM may remove GTE identification from any NID which it connects to a ONECOMM loop, but ONECOMM may not place its own identification on such NID. Rates for the NID are reflected in Appendix D, along with associated non-recurring charges.

4.1.4 GTE Loop elements leased by ONECOMM will be required to terminate only on a GTE NID. If ONECOMM leasing a GTE loop wants a ONECOMM NID, they will also be required to lease a GTE NID for the direct loop termination and effect a NID to NID connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-recurring charges.

4.2 NID to NID Connection.

Rather than connecting its loop directly to GTE's NID, ONECOMM may also elect to install its own NID and effect a NID to NID connection to gain access to the end-user's inside wiring.

4.2.1 If ONECOMM provides its own loop facilities, it may elect to move all inside wire terminated on a GTE NID to one provided by ONECOMM. In this instance, a NID to NID connection will not be required. ONECOMM, or the end-user premise owner, can elect to leave the GTE disconnected NID in place, or to remove the GTE NID from the premise and dispose of it entirely.

4.3 Removal of Cable Pairs.

Removal of existing cable pairs required for ONECOMM to terminate service is the responsibility of ONECOMM.

4.4 Maintenance.

When ONECOMM provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. ONECOMM can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at ONECOMM's option, it can make a NID to NID connection, using the GTE NID only to gain access to the inside wire at the customer location.

4.5 Collocation Requirement.

When ONECOMM purchases a GTE NID as a stand-alone unbundled element, the collocation arrangement described in Article VII, Section 2.3.1 is not required.

5. Loop Elements.

5.1 Service Description.

A "Loop" is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or its equivalent, in a GTE end office or Wire Center to and including a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

5.2 Categories of Loops.

There are six general categories of loops:

5.2.1 "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e. pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone services. GTE does not guarantee data modem speeds on a 2-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.2 "4-wire Analog Loop" conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. GTE does not guarantee data modem speeds on a 4-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.3 "2-Wire Digital Loop" is a transmission facility capable of transporting digital signals up to 160 kpbs, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECTs), such as ADSL. When utilizing ADSL technology, ONECOMM is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECTs where GTE has provisioned its local network utilizing Digital Loop Carriers (DLCs). Also, GTE does not provide the electronics required for ECTs provisioned via 2-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.4 "4-Wire Digital Loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by ONECOMM to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz. should be less than 34 dB. The DC resistance of a single wire pair should not exceed 1100 ohms. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECTs where GTE has provisioned its local network utilizing Digital Line Concentrators (DLCs). Also, GTE does not provide the electronics required for ECTs provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.5 "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects. Rates are as reflected in Appendix D, including non-recurring charges.

5.2.6 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Rates are as reflected in Appendix D, including non-recurring charges.

5.3 Conditioned Loops.

ONECOMM may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this type of conditioning are: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in Appendix D, if available, or from the appropriate GTE intrastate special access tariff.

5.3.1 Upon ONECOMM request and where available, digital loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g. Mid-span Repeaters) may apply for these digital loops.

5.4 Loop Testing.

5.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes. ONECOMM will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by ONECOMM.

5.4.2 All Loop facilities furnished by GTE on the premises of ONECOMM's end-users and up to the network interface or functional equivalent are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.

5.4.3 GTE will provide loop transmission characteristics to ONECOMM end-users which are equal to those provided to GTE end-users.

5.4.4 If ONECOMM leases loops which are conditioned to transmit digital signals, as a part of that conditioning, GTE will test the loop and provide recorded test results to ONECOMM. In maintenance and repair cases, if loop tests are taken, GTE will provide any recorded readings to ONECOMM at time the trouble ticket is closed in the same manner as GTE provides to itself and its end-users.

5.5 Pair Gain Technologies.

GTE shall provide ONECOMM unbundled loops where Currently Available. Where GTE utilizes pair gain technology to provision facilities, including Integrated Digital Loop Carrier (IDLC)1 or analog carrier, GTE may not be able to provision an unbundled loop, in which event an unbundled loop would not be Currently Available. Where GTE can provision an unbundled loop using pair gain technology, the capabilities of such unbundled loop may be limited to what GTE provisions. If an ordered unbundled loop using pair gain technology does not meet ONECOMM's requirements, GTE will, where Currently Available, use alternate facilities to provision the unbundled loop. If alternate facilities are not Currently Available or do not meet ONECOMM requirements, GTE will advise ONECOMM that facilities are not available to provision the requested unbundled loop. GTE will not be required to construct additional facilities at GTE's expense to provide the unbundled loop for ONECOMM. ONECOMM may use the Bona Fide Request (BFR) process specified in Article VII of this Agreement to request GTE to construct additional facilities at ONECOMM expense.

5.5.1 GTE will permit ONECOMM to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements ONECOMM maintains at a GTE Wire Center for the purpose of interconnecting to unbundled Loop elements.

5.6 Unbundled Loop Facility Qualification.

If ONECOMM plans to deploy service enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled copper loops that could potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, ONECOMM is responsible for notifying GTE of its intent. GTE will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if ONECOMM deployed the proposed technology. If there are existing service enhancing technologies deployed or in the process of being deployed by GTE or other CLECs, or if GTE has existing near term plans (within 6 months of the date of facility qualification) to deploy such technology, GTE will so advise ONECOMM and ONECOMM shall not be permitted to deploy such service enhancing technology. If ONECOMM disagrees with GTE's determination, the Parties will jointly review the basis for GTE's decision and attempt to mutually resolve the disagreement.

5.6.1 If ONECOMM orders an unbundled digital loop, pursuant to Sections 5.2.3 or 5.2.4, and provides the industry standard codes indicating the type of service to be deployed on the

[1] See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

unbundled digital loop, that shall constitute notification to GTE. GTE will perform the loop qualification as part of the ordering process and no additional charges will apply.

5.6.2 If ONECOMM orders an unbundled analog loop, pursuant to Sections 5.2.1 and 5.2.2, and plans to deploy service enhancing technologies on the unbundled analog loop, notification must be provided separately and apart from the ordering process. GTE will perform the loop qualification, however, additional charges may apply.

5.6.3 When ONECOMM fails to notify GTE of its plans to deploy service enhancing technology over an unbundled analog voice grade loop or ONECOMM fails to properly order an unbundled digital loop and obtain prior qualification from GTE for the facilities, if ONECOMM's deployment of such technology is determined to have caused interference with existing or planned service enhancing technologies deployed by GTE or other CLECs in the same cable sheath, GTE will notify ONECOMM and ONECOMM will immediately remove such service enhancing technology and shall reimburse GTE for all incurred expense related to this interference.

5.7 Unbundled Loop Facility Compatibility.

Provided ONECOMM has notified GTE, pursuant to Section 5.6 of this Article, of the service enhancing copper cable technology deployed on an unbundled copper loop, GTE will not deploy service enhancing copper cable technology within the same cable sheath that will be incompatible with ONECOMM technology.

5.8 Subloops.

5.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a BFR as described in Article VII, Section 16.

5.8.2 GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and ONECOMM.

5.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and ONECOMM. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

5.8.4 GTE will provide loop transmission characteristics as specified in Section 5.4.3 herein.

6. Port and Local Switching Elements.

6.1 Port.

A port provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end-user's Exchange Service on that switch, generates dial tone, and provides the end-user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of Local Switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end-user's network address.

6.2 Ports Available as UNEs.

There are five types of Ports available as UNEs:

6.2.1 “Basic analog line side port” is a line side switch connection employed to provide basic residential and business type Exchange Service.

6.2.2 “ISDN BRI digital line side" port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

6.2.3 “Coin line side port” is a line side switch connection employed to provide coin services.

6.2.4 “DS-1 digital trunk side port” is a trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk ports.

6.2.5 “ISDN PRI digital trunk side port” is a Primary Rate Interface (PRI) trunk side switch connection employed to provide ISDN Exchange Services.

6.3 Local Switching.

Local switching provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Vertical features are optional services provided through software programming in the switch which can be added on a per-feature basis with applicable rate. GTE will offer only those features and functions Currently Available to the particular platform used (e.g., DMS, 5ESS, GTD5). Any feature or function which is not available, but the switch is capable of providing, may be requested via the BFR process. ONECOMM will be responsible for bearing any costs incurred by GTE in making such feature/function available, including Right-to-Use (RTU) fees. The rates for Local Switching and Vertical Features are listed in Appendix D.

6.3.1 ONECOMM must purchase Local Switching with the line-side port or trunk-side port.

6.3.2 Alternate Billed Calls. GTE shall record usage data originating from ONECOMM subscribers that GTE records with respect to its own retail customers, using services ordered by ONECOMM. On UNE port accounts, GTE will provide usage in EMR format per existing file exchange schedules. Incollects are calls that are placed using the services of GTE or another LEC or LSP and billed to a UNE Port, INP number, or LNP number of ONECOMM. Outcollects are calls that are placed using a ONECOMM UNE port and billed to a GTE line or line of another LEC or LSP. Examples of an incollect or an outcollect are collect, credit card calls.

6.3.2.1 Incollects. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to ONECOMM for billing to ONECOMMs end- users. GTE will settle with the earning company, and will bill ONECOMM the amount of each incollect record less the Billing & Collection (B&C) fee for end user billing of the incollects. The B&C credit will be $.05 per billed message. Any additional message processing fees associated with ONECOMMs incollect messages that are incurred by GTE will be billed to ONECOMM on the monthly statement.

6.3.2.2 Outcollects. When the GTE end office switch from which the UNE port is served utilizes a GTE operator services platform, GTE will provide to ONECOMM the unrated message detail that originates from a ONECOMM resale service line or UNE port but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). ONECOMM as the LSP will be deemed the earning company and will be responsible for rating the message at ONECOMM rates and ONECOMM will be responsible for providing the billing message detail to the billing company for end-user billing. ONECOMM will pay to

GTE charges as agreed to for services purchased, and ONECOMM will be compensated by the billing company for the revenue which ONECOMM is due.

When a non-GTE entity provides operator service to the GTE end office where the resale line or UNE port is provisioned from, ONECOMM must contract with the operator services provider to get any EMR records which ONECOMM requires.

6.4 Compliance with Section 2.3.

ONECOMM shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of ONECOMM to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.

7. Transport Elements.

7.1 Shared Transport.

Shared Transport (also known as Common Transport) is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end-user dialed digits and routes the call over a Shared Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end-user (GTE end-user or CLEC end-user when CLEC has purchased unbundled local switching), and are referred to as “Shared Transport Facilities”. GTE will provide Shared Transport for a call originating from an unbundled switch port to the point where the call leaves GTE’s network IP.

7.1.1 Many calls riding shared transport facilities will also be switched by GTE's access tandem. This tandem switching function is included as a rate component of Shared Transport, as set forth in Appendix D.

7.1.2 When the requesting CLEC purchases unbundled local switching the CLEC is obligated to purchase unbundled Shared Transport. All of the billing elements associated with Shared Transport are billed upon call origination, unless the call involves an interexchange carrier.

7.1.3 The rating of Shared Transport is based upon the duration of a voice grade (or DS0) call on GTE’s network. Shared Transport is comprised of three billing components: (1) Transport Facility per ALM (usage and distance sensitive); (2) Transport Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed local calls, the parties will use a Shared Transport composite rate using the Tandem Switching rate, two (2) terminations, and an assumed Facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.

7.1.4 GTE is responsible for the sizing of the Shared Transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of GTE. To ensure that the network is appropriately sized, GTE may request traffic forecasts from the CLEC requesting unbundled local switching. These forecasts must be provided to GTE on a quarterly basis, with a 12 month outlook.

7.1.5 GTE provides shared transport between GTE end offices or between a GTE end office and the IP of a connecting telecommunications company. Shared transport will include tandem switching if GTE's standard network configuration includes tandem routing for traffic between these points.

7.2 Dedicated Transport.

Dedicated Transport is an UNE that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC) within the same LATA. Dedicated Transport may extend between two GTE SWCs (Interoffice Dedicated Transport or IDT) or may extend from the GTE SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries. IDT and CDT are further defined in Sections 7.2.1 and 7.2.2 and below.

7.2.1 CLEC Dedicated Transport is the dedicated transport facility connecting the GTE Serving Wire Center (SWC) to the requesting CLEC's Customer Designated Location (CDL). The CDL will be the designated location where the CLEC's physical network begins (the CDL cannot be designated at an end-user customer location).

7.2.2 This UNE includes the equipment required to terminate the interoffice facility within requesting CLEC's CDL and within the GTE SWC. The product also includes the transport facility between the two locations, but extends no further into GTE's network than the CDL's SWC. CLEC Dedicated Transport is a dedicated UNE which has no switching components. CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, or DS3 at rates outlined in Appendix D.

7.2.3 CLEC Dedicated Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth.

7.2.4 Interoffice Dedicated Transport is the Dedicated Transport facility connecting two GTE Serving Wire Centers (SWCs). Interoffice Dedicated Transport excludes the facilities between the Serving Wire Center (SWC) and the Customer Designated Location (CDL). Interoffice Dedicated Transport is a dedicated UNE which has no switching components. Interoffice Dedicated Transport can be purchased at the bandwidth levels of DSO, DS1, or DS3 at rates outlined in Appendix D.

7.2.5 The price of the Interoffice Dedicated Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility per ALM (monthly recurring), and Transport Termination (per end, monthly recurring). ONECOMM may also require that the Dedicated Transport element ordered be conditioned with DS1 Clear Channel Capability. The price for DS1 Clear Channel Capability shall be the applicable charge as provided in Appendix D, if available, or the appropriate GTE intrastate special access tariff.

8. SS7 Transport and Signaling.

SS7 signaling and transport services in support of ONECOMM's local exchange services shall be provided in accordance with the terms and conditions of a separately executed agreement, specifically for SS7 signaling and transport services.

8.1 GTE will provide interconnection with its SS7 network at the STPs but not at other points.

9. LIDB Services.

Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.

10. Database 800-Type Services.

Access to GTE's 800-Type database (i.e., 888, 877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.

11. Operator Services and Directory Assistance.

GTE will provide OS and DA to ONECOMM in accordance with the terms set forth as follows:

11.1 When OS and/or DA is to be provided for calls that originate from a CLECs own switch, GTE will provide branded or unbranded OS and/or DA pursuant to separate contracts to be negotiated in good faith between the parties after execution and approval of this Agreement by the Commission. (Refer to Article VIII for further details).

11.2 When OS and/or DA is to be provided for calls that originate from an unbundled Port with Local Switching, as provided herein, and branding is not requested, the CLECs calls will access GTE's OS and/or DA platform and will be processed in the same manner as GTE calls.

11.3 When OS and/or DA is to be provided for calls that originate from an unbundled port with local switching, as provided herein, and either branding or unbranding is requested, GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations where customized routing is Currently Available. Upon receipt of an order for unbranding or rebranding, GTE will implement within 90 Business Days when technically capable.

11.4 ONECOMM will be billed charges for OS and DA and a charge for unbranding or rebranding and Customized Routing as set forth in Section 12.2. In addition, charges specified in Section 12.4 will apply.

11.5 For those offices that ONECOMM has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability and capacity limitations where Customized Routing is Currently Available. If GTE uses a third-party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third party on behalf of ONECOMM. ONECOMM must negotiate with the third party. In these instances, ONECOMM will need to purchase customized routing to differentiate OS/DA traffic from GTE's.

12. Customized Routing.

Where Currently Available and upon receipt of a written BFR from ONECOMM as described in Article VII, Section 16, GTE agrees to provide customized routing for the following types of calls:

0-
0+Local
0+411
1+411
0+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available)
1+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available).

12.1 GTE will provide ONECOMM a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). ONECOMM will return a list of these switches ranked in priority order. GTE will return to ONECOMM a schedule for customized routing in the switches with existing capabilities and capacity.

12.2 In response to the BFR from ONECOMM, GTE will provide ONECOMM with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing.

12.3 Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls.

12.4 When GTE agrees to provide customized routing to ONECOMM, ONECOMM will be required to establish Dedicated Transport in order to route OS/DA traffic to the designated platform. If unbundled

Dedicated Transport is used to route OS/DA traffic to the designated platform, ONECOMM must purchase a Trunk Side port and establish a collocation arrangement in accordance with Section 2.3 of this Article. The rates for these UNEs will be billed in accordance with Appendix D. If the Dedicated Transport used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or Trunk Side port is required.

13. Advanced Intelligent Network Access (AIN).

GTE will provide ONECOMM access to GTE AIN functionality from GTE's AIN Service Control Point (SCP) via GTE's local switch or ONECOMM's local switch.

14. Directory Assistance Listing.

When ONECOMM orders an unbundled port or an unbundled loop, ONECOMM has the option to submit a Directory Service Request (DSR) to have the listings included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR.

15. Operational Support Systems (OSS).

GTE shall provide OSS functions to ONECOMM for ordering, provisioning and billing that are generally available as described in Article III, Section 9 attached to this Agreement.

16. Bona Fide Request Process.

16.1 Intent.

The BFR process is intended to be used when ONECOMM requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

16.2 Process.

16.2.1 A BFR shall be submitted in writing by ONECOMM and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.

16.2.2 ONECOMM may cancel a BFR in writing at any time prior to ONECOMM and GTE agreeing to price and availability. GTE will then cease analysis of the request.

16.2.3 Within five (5) Business Days of its receipt, GTE shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

16.2.4 Except under extraordinary circumstances, within thirty (30) Business Days of its receipt of a BFR, GTE shall provide a proposed price and availability date, or it will provide an explanation as to why GTE elects not to meet ONECOMM's request. If extraordinary circumstances prevail, GTE will inform ONECOMM as soon as it realizes that it cannot meet the thirty (30)-Business Day response due date. ONECOMM and GTE will then determine a mutually agreeable date for receipt of the request.

16.2.5 Unless ONECOMM agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by ONECOMM, in accordance with the applicable provisions of the Agreement.

16.2.6 Upon affirmative response from GTE, ONECOMM will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request GTE agrees to meet, the Dispute resolution procedures described in Article III herein may be used by a Party to reach a resolution.

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Transfer of Service Announcements.

When an end-user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end-user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer and will remain in effect for the same time period this service is provided to GTE's own end-users.

2. Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

2.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

2.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.

2.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market services.

3. 911/E-911 Arrangements.

3.1 Description of Service.

ONECOMM will install from each of its central offices a minimum of two (2) dedicated trunks to GTE's 911/E-911 selective routers (i.e., 911 tandem offices) that serve the areas in which ONECOMM provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multi-frequency (MF) tones that will deliver ANI with the voice portion of the call. GTE will provide ONECOMM with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district. If a ONECOMM central office serves end-users in an area served by more than one (1) GTE 911/E-911 selective router, ONECOMM will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP.

3.2 Transport.

If ONECOMM desires to obtain transport from GTE to the GTE 911 selective routers, ONECOMM may purchase such transport from GTE at the rates set forth in Appendix E .

3.3 Cooperation and Level of Performance.

The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of ONECOMM's systems to the 911/E-911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end-users. To this end, GTE will provide

documentation to ONECOMM showing the correlation of its rate centers to its E-911 tandems at rates set forth in Appendix E .

3.4 Basic 911 and E-911 General Requirements:

3.4.1 Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

3.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the PSAP responsible for the caller's location.

3.4.3 All requirements for E-911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.

3.4.4 Basic 911 and E-911 functions provided to ONECOMM shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.

3.4.5 Basic 911 and E-911 access from Local Switching shall be provided to ONECOMM in accordance with the following:

3.4.5.1 GTE and ONECOMM shall conform to all state regulations concerning emergency services.

3.4.5.2 For E-911, both ONECOMM and GTE shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 3.4.5.5.

3.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE operator services or, at ONECOMM's discretion, directly to ONECOMM operator services.

3.4.5.4 Basic 911 and E-911 access from the ONECOMM local switch shall be provided from GTE to ONECOMM in accordance with the following:

3.4.5.4.1 If required by ONECOMM and Currently Available, GTE shall interconnect direct trunks from the ONECOMM network to the E-911 PSAP, or to the E-911 selective routers as designated by ONECOMM. Such trunks may alternatively be provided by ONECOMM.

3.4.5.4.2 In government jurisdictions where GTE has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), ONECOMM shall participate in the provision of the 911 System as follows:

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

3.4.5.4.2.2 ONECOMM and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its

access line subscriber records to the database organization of that lead telco. ONECOMM and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 3.4.5.5 of this Article.

3.4.5.4.2.3 ONECOMM shall have the right to verify the accuracy of information regarding ONECOMM customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.

3.4.5.4.3 If a third party is the primary service provider to a 911 district, ONECOMM shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and ONECOMM are totally separate from this Agreement and GTE makes no representations on behalf of the third party.

3.4.5.4.4 If ONECOMM or Affiliate is the primary service provider to a 911 district, ONECOMM and GTE shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

3.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix E.

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

3.4.5.4.7 In a resale situation, where it may be appropriate for GTE to update the ALI database, GTE shall update such database with ONECOMM data in an interval no less than is experienced by GTE subscribers, or than for other carriers, whichever is faster, at no additional cost.

3.4.5.5 The following are Basic 911 and E-911 Database Requirements:

3.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or ONECOMM which provides their records to GTE.

3.4.5.5.2 Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix E.

3.4.5.5.3 ONECOMM shall be solely responsible for providing ONECOMM database records to GTE for inclusion in GTE's ALI database on a timely basis.

3.4.5.5.4 GTE and ONECOMM shall arrange for the automated input and periodic updating of the E-911 database information related to ONECOMM end-users. GTE shall work cooperatively with ONECOMM to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

3.4.5.5.5 ONECOMM shall assign an E-911 database coordinator charged with the responsibility of forwarding ONECOMM end-user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. ONECOMM assumes all responsibility for the accuracy of the data that ONECOMM provides to GTE.

3.4.5.5.6 GTE shall update the database within one (1) Business Day of receiving the data from ONECOMM. If GTE detects an error in the ONECOMM provided data, the data shall be returned to ONECOMM within one day from when it was provided to GTE. ONECOMM shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.

3.4.5.5.7 GTE agrees to treat all data on ONECOMM subscribers provided under this Agreement as strictly confidential and to use data on ONECOMM subscribers only for the purpose of providing E-911 services.

3.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from ONECOMM. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for ONECOMM is "ONECOMM"; the NENA Carrier Code for GTE is “GTE.”

3.4.5.6 GTE and ONECOMM will comply with the following requirements for network performance, maintenance and trouble notification.

3.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by GTE for trunks between the selective router and all associated PSAPs.

3.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.

3.4.5.6.3 GTE shall notify ONECOMM forty-eight (48) hours in advance of any scheduled testing or maintenance affecting ONECOMM 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting ONECOMM 911 service.

3.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

3.4.5.7 Basic 911 and E-911 Additional Requirements

3.4.5.7.1 All ONECOMM lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Where GTE is the lead telco and provides the ALI, the ALI record will contain both the ONECOMM number and GTE ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with ONECOMM to ensure that 911

service is fully available to all ONECOMM end-users whose telephone numbers have been ported from GTE, consistent with State provisions.

3.4.5.7.2 ONECOMM and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and ONECOMM shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

3.4.5.7.3 ONECOMM may enter into subcontracts with third parties, including ONECOMM Affiliates, for the performance of any of ONECOMM's duties and obligations stated herein.

3.4.5.7.4 Where GTE is the lead telco, GTE shall provide ONECOMM with notification of any pending selective router moves within at least ninety (90) days in advance.

3.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.

3.4.5.7.6 Where GTE is the lead telco, GTE shall provide the ability for ONECOMM to update 911 database with end-user information for lines that have been ported via INP or LNP.

3.4.6 Basic 911 and E-911 Information Exchanges and interfaces. Where GTE is the lead telco:

3.4.6.1 GTE shall provide ONECOMM access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to ONECOMM within one (1) day after ONECOMM inputs information into the ALI/DMS database. Alternately, ONECOMM may utilize GTE or a third-party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix E.

3.4.6.2 GTE and ONECOMM shall arrange for the automated input and periodic updating of the E-911 database information related to ONECOMM end-users. GTE shall work cooperatively with ONECOMM to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

3.4.6.3 Updates to MSAG. Upon receipt of an error recording an ONECOMM subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of ONECOMM to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on ONECOMM's LSR or via a separate feed established by ONECOMM pursuant to Section 3.4.5.7 of this Article.

3.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for ONECOMM subscriber shall meet industry standards.

3.5 Compensation.

3.5.1 In situations in which GTE is responsible for maintenance of the 911/E-911 database and can be compensated for maintaining ONECOMM's information by the municipality, GTE will

seek such compensation from the municipality. ONECOMM will compensate GTE for such maintenance of the 911/E-911 database only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge ONECOMM a portion of the cost of the shared 911/E-911 selective router as set forth in Appendix E.

3.5.2 For states where GTE bills and keeps the 9-1-1 surcharges, e.g. Hawaii, Ohio, and Michigan's Technical Surcharge, ONECOMM will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to GTE. Payments to GTE are due within thirty (30) days of ONECOMM's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment for the month of (list appropriate month)" as a separate line item in the remittance documentation.

3.5.3 For all states (except Hawaii and Ohio), including Michigan's Operational Surcharge, where GTE bills and remits the 9-1-1 surcharges, less an administrative fee of one to three percent, to the 9-1-1 district, ONECOMM will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to that government agency. GTE will have no responsibility in billing or remitting surcharges that apply to ONECOMM's access line subscribers.

3.5.4 Should the 9-1-1 surcharge fee change, GTE will promptly inform ONECOMM of that change so that ONECOMM may conform to the new rate(s).

3.6 Liability.

GTE will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.

4. Information Services Traffic.

4.1 Routing.

Each Party shall route traffic for Information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.

4.2 Billing and Collection and Information Service Provider (ISP) Remuneration.

4.2.1 In the event GTE performs switching of ISP traffic associated with resale or unbundled ports for ONECOMM, GTE shall provide to ONECOMM the same call detail records that GTE records for its own end-users, so as to allow ONECOMM to bill its end-users. GTE shall not be responsible or liable to ONECOMM or ISP for Billing and Collection and/or any receivables of Information Service Providers.

4.2.2 Notwithstanding and in addition to Article III, Section 28, GTE shall be indemnified and held harmless by ONECOMM from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation and court cost which may arise as a result of the provisions contained in this Article VIII, Section 4.2.1 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.

4.2.3 GTE agrees to notify ONECOMM in writing within ten (10) Business Days, by registered or certified mail at the address specified in Article III, Section 31, of any claim made against GTE on the obligations indemnified against pursuant to this Article VIII, Section 4.

4.2.4 It is understood and agreed that the indemnity provided for in this Article VIII, Section 4 is to be interpreted and enforced so as to provide indemnification of liability to GTE to the fullest extent now or hereafter permitted by law.

4.3 900-976 Call Blocking.

GTE shall not unilaterally block 900-976 traffic in which GTE performs switching associated with resale or UNEs. GTE will block 900-976 traffic when requested to do so, in writing, by ONECOMM. ONECOMM shall be responsible for all costs associated with the 900-976 call blocking request. GTE reserves the right to block any and all calls which may harm or damage its network.

4.4 Miscellaneous.

GTE reserves the right to provide to any Information Service Provider a list of any and all Telecommunications Providers doing business with GTE.

5. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, ONECOMM's end-users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.

6. Directory Assistance and Operator Services.

Where ONECOMM is providing local service with its own switch, upon ONECOMM's request GTE will provide to ONECOMM rebranded or unbranded DA services and/or OS pursuant to separate contracts to be negotiated in good faith between the Parties. If ONECOMM so requests DA services and/or OS, such contracts shall provide for the following:

6.1 Directory Assistance Calls.

GTE DA centers shall provide number and addresses to ONECOMM end-users in the same manner that number and addresses are provided to GTE end-users. If information is provided by an automated response unit (ARU), such information shall be repeated twice in the same manner in which it is provided to GTE end-users. Where available, GTE will provide call completion to ONECOMM end-users in the same manner that call completion is provided to GTE end-users. GTE will provide its existing services to ONECOMM end-users consistent with the service provided to GTE end-users.

6.2 Operator Services Calls.

GTE OS provided to ONECOMM end-users shall be provided in the same manner GTE OS are provided to GTE end-users. In accordance with GTE practices and at GTE rates, GTE will offer to ONECOMM end-users collect, person-to-person, station-to-station calling, third-party billing, emergency call assistance, calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote ONECOMM rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical limitations of GTE's switches. GTE will provide its existing services to ONECOMM end-users consistent with the service GTE provides to its own end-users.

7. Directory Assistance Listings Information.

GTE will make available to ONECOMM, at ONECOMM's request, GTE end-user and authorized LEC DA listing information stored in GTE's DA database for the purposes of ONECOMM providing DA service to its customers. Implementation of customized routing, pursuant to Article VII, Section 12 is required for ONECOMM to provide DA Service for GTE Resold and Unbundled Port services.

7.1 DA Listing Information includes the listed names, addresses and telephone numbers of GTE and authorized LEC subscribers, except as otherwise provided herein. Excluded are listings for restricted

LEC lines and non-published listings. GTE DA listing information includes 800/888 listings, non-listed numbers and foreign listings within the GTE franchise.

7.2 GTE shall provide to ONECOMM, at ONECOMM's request, DA listing information within sixty (60) Business Days after an order is received for that specific state. The DA listing information will be provided in GTE format via magnetic tape or National Data Mover (NDM) as specified by ONECOMM. Updates to the DA listing information shall be provided on a daily basis through the same means used to transmit the initial load. DA listing information provided shall indicate whether the customer is a residence or business customer.

7.2.1 Such listings shall be confidential information pursuant to Article III of this Agreement and ONECOMM will use the listings only for its DA services to its end-users. ONECOMM is not authorized to release GTE's DA listing information to any third party or to provide DA to any other party using GTE DA listing information, including ONECOMM's affiliates, subsidiaries or partners, except with the expressed written permission of GTE. In those instances where ONECOMM's affiliates, subsidiaries or partners also desire to use GTE's DA listing information, each affiliate, subsidiary or partner must negotiate a separate contract with GTE to obtain the listings.

7.2.2 If ONECOMM uses a third-party DA service for its end-users, ONECOMM will ensure that such third party likewise treats the listings as Confidential Information pursuant to Article III of this Agreement, and uses them only for ONECOMM end-user DA.

7.2.3 GTE will include ONECOMM's DA listing information in GTE's DA data base which may be released to third parties which request GTE's DA listing information, unless ONECOMM provides GTE written notice within sixty (60) Business Days after the effective date of this Agreement that its DA listing information is restricted and should not be released to third parties. In the event that ONECOMM does properly notify GTE that its DA listing information is restricted, GTE will so advise third parties requesting such information.

7.3 ONECOMM agrees to pay GTE's standard charges for the initial load and daily updates of GTE's DA listing information, which will be provided upon request.

7.4 The Parties will work together to identify and develop procedures for database error corrections.

8. Directory Listings and Directory Distribution.

ONECOMM will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publication company.

8.1 Listings.

ONECOMM agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for ONECOMM's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with GTE's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as GTE's listings.

8.2 Distribution.

Upon directory publication, GTE will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.

ONECOMM will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

9. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward OS trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

10. Street Address Guide (SAG).

GTE will provide to ONECOMM upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all end offices, and lists services and features that are available in a specific end office.

11. Dialing Format Changes.

GTE will provide reasonable notification to ONECOMM of changes to local dialing format, i.e., 7 to 10 digit, by end office.

ARTICLE IX

COLLOCATION

ARTICLE X

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, GTE and ONECOMM shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if GTE and ONECOMM desire access to the other Party's poles, ducts, or ROWs, GTE and ONECOMM shall execute pole attachment and conduit occupancy agreements. ONECOMM agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to GTE facilities or uses GTE's conduit according to the terms of this Agreement. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

ARTICLE XI

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

GTE SOUTH INCORPORATED	ONE COMMUNICATIONS SYSTEMS, INC.
By	By
Name	Name
Title	Title
Date	Date

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is $0.0049294.

B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is $0.0010971.

C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is $0.0000041.

D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is $0.0000970.

E. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching:	=	$0.0010971
Tandem Transport (10 mile average): 10 x $0.0000041	=	$0.0000410
Transport Termination (2 Terminations): 2 x $0.0000970	=	$0.0001940
Transiting Charge:	=	$0.0013321

F. Initial Factors:

1.	PLU	95%
2.	Initial Proportionate Share Factor	50%
3.	Exempt Factor	5%

APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this Appendix B are as defined in Article V, Section 7, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Interim Number Portability

Remote Call Forwarding	$ 3.90 line/month
Simultaneous Call Capability	$ 2.60 path/month

Non-Recurring Charges for Interim Number Portability

Pre-ordering

CLEC Account Establishment Per CLEC	$ 273.09

Ordering and Provisioning

Initial Service Order	$ 41.58
Subsequent Service Order	$ 29.73
Manual Ordering Charge	$ 12.17

Custom Handling

Service Order Expedite	$ 12.59
Coordinated Conversion	$ 17.76
Hot Coordinated Conversion First Hour	$ 30.55
Hot Coordinated Conversion Per Additional Quarter Hour	$ 4.88

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that ONECOMM orders any service from this Agreement.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR) if not apart of a Unbundled Network Element (UNE) ISO.

Subsequent Service Order applies per LSR for modifications to an existing LNP service.

Manual Ordering Charge applies to orders that require GTE to manually enter ONECOMM's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if ONECOMM requests service prior to the standard due date intervals and if not a part of a UNE Expedite.

Coordinated Conversion applies if ONECOMM requests notification and coordination of service cut-over prior to the service becoming effective and if not a part of a UNE Coordinated Conversion.

Hot Coordinated Conversion First Hour applies if ONECOMM requests real-time coordination of a service cut-over that takes one hour or less, and if not a part of a UNE Hot Coordinated Conversion First Hour.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, and if not a part of a UNE Hot Coordinated Conversion Per Additional Quarter Hour.

In addition, as defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Business Rate Per Line Per Month:	$ 5.18
Residential Rate Per Line Per Month:	$ 3.71

APPENDIX C

SERVICES AVAILABLE FOR RESALE

General. The rates for resold services described in Article VI, Section 5.2 are based upon an avoided cost discount from GTE's retail rates as provided in Article VI, Section 5.3 of the Agreement. The avoided cost discount is based upon GTE's most current available cost studies and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

GTE assesses a separate interim universal service fund surcharge for resale of Basic Local Exchange Residential and Business Services at the avoided cost discount set forth to provide continued universal service support that is implicit in GTE's current retail services prices. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer for resale Basic Local Exchange Residential and Business Services without the interim surcharge, but subject to the following terms and conditions:

A. ONECOMM agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, ONECOMM will (i) begin paying the monthly interim surcharge in accord with Appendix C, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.

B. Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring ONECOMM to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.

C. Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

The avoided cost discount for all services, excluding OS/DA, is 15.95%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	$ 273.09
Customer Record Search Per Account	$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	$ 311.98	
Engineered Initial Service Order - As Specified	$ 123.84	
Engineered Subsequent Service Order		$ 59.61
Non-Engineered Initial Service Order - New Service	$ 42.50	
Non-Engineered Initial Service Order - Changeover	$ 21.62	
Non-Engineered Initial Service Order - As Specified	$ 82.13	
Non-Engineered Subsequent Service Order	$ 19.55	
Central Office Connect		$ 12.21

Outside Facility Connect		$ 68.30
Manual Ordering Charge	$ 12.17	

Product Specific:

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling:

Service Order Expedite:		
Engineered		$ 35.48
Non-Engineered	$ 12.59	
Coordinated Conversions:		
ISO		$ 17.76
Central Office Connection	$ 10.71	
Outside Facility Connection	$ 9.59	
Hot Coordinated Conversion First Hour:		
ISO		$ 30.55
Central Office Connection	$ 42.83	
Outside Facility Connection	$ 38.34	
Hot Coordinated Conversion per Additional Quarter Hour:		
ISO		$ 4.88
Central Office Connection	$ 9.43	
Outside Facility Connection	$ 8.37	

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that ONECOMM orders any service from this Agreement.

Customer Record Search applies when ONECOMM requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from GTE to ONECOMM. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from GTE to ONECOMM. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require GTE to manually enter ONECOMM's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if ONECOMM requests service prior to the standard due date intervals.

Coordinated Conversion applies if ONECOMM requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ONECOMM requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Universal Service Support Surcharge

Residential (per line)	$ 4.88
Business (per line)	$ 3.52

APPENDIX D

PRICES FOR UNBUNDLED NETWORK ELEMENTS

General. The rates contained in this Appendix D are the rates as defined in Article VII and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. GTE will offer unbundled loops and ports under the following conditions:

GTE assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in GTE's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of GTE services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer the port and loop UNEs at the rates set forth below in Appendix D without the interim surcharge, but subject to the following terms and conditions:

A. ONECOMM agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, ONECOMM will (i) begin paying the monthly interim surcharge in accord with Appendix D, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.

B. Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring ONECOMM to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.

C. Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

Loop Elements

2 Wire Analog Loop (inclusive of NID)		$ 30.00
4 Wire Analog Loop (inclusive of NID)		$ 48.00
2 Wire Digital Loop (inclusive of NID)	$ 30.00	
4 Wire Digital Loop (inclusive of NID)	$ 48.00	
DS-1 Loop		$ 160.31
DS-3 Loop		$2,584.44
Type C Conditioning		$ 1.46
Type C Improved Conditioning		$ 34.39
Type DA Conditioning		$ 1.91
Mid-Span Repeaters		$ 74.56

Network Interface Device (leased separately)

Basic NID	$ 1.80
Complex (12 x) NID	$ 1.90

Port and Switching Elements

Ports	
Basic Analog Line Side Port	$ 5.10
Coin Line Side Port	$ 10.19
ISDN BRI Digital Line Side Port	$ 22.39
DS-1 Digital Trunk Side Port	$ 76.40
ISDN PRI Digital Trunk Side Port	$ 227.19
Vertical Features	See Attached List
Usage Charges (must purchase Port)	
Local Central Office Switching	$0.0049294
Shared Transport	
Transport Termination	$0.0000970
Transport Facility per mile	$0.0000041
Tandem Switching	$0.0010971
Transport Elements	
CLEC Dedicated Transport	
CDT 2 Wire	$ 26.81
CDT 4 Wire	$ 42.90
CDT DS1	$ 330.00
CDT DS3 (Optical Interface)	$1,125.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	$ 4.84
IDT DS0 Transport Termination	$ 15.08
IDT DS1 Transport Facility per ALM	$ 14.32
IDT DS1 Transport Termination	$ 40.00
IDT DS3 Transport Facility per ALM	$ 60.00
IDT DS3 Transport Termination	$ 300.00
Multiplexing	
DS1 to Voice Multiplexing	$ 190.00
DS3 to DS1 Multiplexing	$ 370.62
Ancillary	
DS3 Electrical Interface	$1,297.18
Conditioning	
DS1 Clear Channel Capability	$ 23.22
Type C Conditioning	$ 1.46
Type C Improved Conditioning	$ 34.39
Type DA Conditioning	$ 1.91
Databases and Signaling Systems	
Signaling Links and STP	
56 Kbps Links	See GTOC1 Tariff
DS-1 Link	See GTOC1 Tariff
Signal Transfer Point (STP) Port Term	See GTOC1 Tariff
Call Related Databases	
Line Information Database (ABS-Queries)	See GTOC1 Tariff
Toll Free Calling Database (DB800 Queries)	See GTOC1 Tariff
Universal Service Support Surcharge	

Per Loop		TBD
Per Port	TBD	

Non-Recurring Charges for Unbundled Services

Pre-ordering

CLEC Account Establishment Per CLEC		$ 273.09
Customer Record Search	$ 11.69	

Ordering and Provisioning

Loop:		
Engineered Initial Service Order (ISO)		$ 294.07
Non-Engineered ISO		$ 49.31
Central Office Connection	$ 12.21	
Outside Facility Connection	$ 68.30	
Type C Conditioning		$ 76.72
Type C Improved Conditioning		$ 248.98
Type DA Conditioning		$ 101.43
NID:		
ISO		$ 33.38
Outside Facility Connection	$ 42.69	
Port:		
ISO		$ 50.46
Subsequent Service Order	$ 25.67	
Central Office Connection	$ 12.21	
Transport:		
ISO		$ 69.92
Subsequent Service Order	$ 68.84	
Design Charge		$ 14.99
CDT 2 Wire Connection		$ 157.92
CDT 4 Wire Connection		$ 157.92
CDT DS1 Wire Connection	$ 900.00	
CDT DS3 Wire Connection	$ 900.00	
DS1 to Voice Multiplex		$ 860.64
DS3 to DS1 Multiplex		$ 450.00
DS1 to Clear Channel Capacity		$ 90.00
Type C Conditioning		$ 76.72
Type C Improved Conditioning		$ 248.98
Type DA Conditioning		$ 101.43
Manual Ordering Charge		$ 12.17

Custom Handling

Service Order Expedite:		
Engineered Loop LSRs		$ 35.48
All Other LSRs		$ 12.59
Coordinated Conversions:		
ISO		$ 17.76
Central Office Connection	$ 10.71	
Outside Facility Connection	$ 9.59	
Hot Coordinated Conversion First Hour:		
ISO		$ 30.55
Central Office Connection	$ 42.83	
Outside Facility Connection	$ 38.34	
Hot Coordinated Conversion per Additional Quarter Hour:		
ISO		$ 6.40
Central Office Connection	$ 10.71	
Outside Facility Connection	$ 9.59	

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that ONECOMM orders any service from this Agreement.

Customer Record Search applies when ONECOMM requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR or Access Service Record (ASR) for modifications to an existing Port or Transport service.

Engineered ISO applies per LSR when engineering work activity is required to complete the order.

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.

Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.

Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Manual Ordering Charge applies to orders that requires GTE to manually enter ONECOMM's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if ONECOMM requests service prior to the standard due date intervals.

Coordinated Conversion applies if ONECOMM requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ONECOMM requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

KENTUCKY UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	$/Feature/Month	$1.13
Call Forwarding Variable	$/Feature/Month	$1.23
Cust. Changeable Speed Calling 1-Digit	$/Feature/Month	$0.90
Cust. Changeable Speed Calling 2-Digit	$/Feature/Month	$0.92
Call Waiting	$/Feature/Month	$0.73
Cancel Call Waiting	$/Feature/Month	$0.25
Automatic Callback	$/Feature/Month	$0.41
Automatic Recall	$/Feature/Month	$0.32
Calling Number Delivery	$/Feature/Month	$4.01
Calling Number Delivery Blocking	$/Feature/Month	$0.62
Distinctive Ringing / Call Waiting	$/Feature/Month	$1.96
Customer Originated Trace	$/Feature/Month	$0.47
Selective Call Rejection	$/Feature/Month	$2.53
Selective Call Forwarding	$/Feature/Month	$2.94
Selective Call Acceptance	$/Feature/Month	$7.43
Call Forwarding Variable CTX	$/Feature/Month	$0.92
Call Forwarding Incoming Only	$/Feature/Month	$0.26
Call Forwarding Within Group Only	$/Feature/Month	$0.25
Call Forwarding Busy Line	$/Feature/Month	$0.26
Call Forwarding Don't Answer All Calls	$/Feature/Month	$0.48
Remote Call Forward	$/Feature/Month	$1.11
Call Waiting Originating	$/Feature/Month	$0.33
Call Waiting Terminating	$/Feature/Month	$0.71
Cancel Call Waiting CTX	$/Feature/Month	$0.25
Three Way Calling CTX	$/Feature/Month	$1.38
Call Transfer Individual All Calls	$/Feature/Month	$0.31
Add-on Consultation Hold Incoming Only	$/Feature/Month	$0.25
Speed Calling Individual 1-Digit	$/Feature/Month	$0.63
Speed Calling Individual 2-Digit	$/Feature/Month	$0.64
Direct Connect	$/Feature/Month	$0.42
Distinctive Alerting / Call Waiting Indicator	$/Feature/Month	$1.46
Call Hold	$/Feature/Month	$0.59
Semi-Restricted (Orig/Term)	$/Feature/Month	$1.85
Fully-Restricted (Orig/Term)	$/Feature/Month	$1.85
Toll Restricted Service	$/Feature/Month	$0.26
Call Pick-up	$/Feature/Month	$0.34
Directed Call Pick-up w/Barge-In	$/Feature/Month	$0.40
Directed Call Pick-up w/o Barge-In	$/Feature/Month	$0.39
Special Intercept Announcements	$/Feature/Month	$8.49
Conference Calling - 6-Way Station Cont.	$/Feature/Month	$4.24

VERTICAL FEATURES		(Subject to Availability)
Station Message Detail Recording	$/Feature/Month	$1.61
Station Message Detail Recording to Premises	$/Feature/Month	$3.12
Fixed Night Service - Key	$/Feature/Month	$3.05
Attendant Camp-on (Non-DI Console)	$/Feature/Month	$1.36
Attendant Busy Line Verification	$/Feature/Month	$4.45
Control of Facilities	$/Feature/Month	$0.25
Fixed Night Service - Call Forwarding	$/Feature/Month	$0.32
Attendant Conference	$/Feature/Month	$12.88
Circular Hunting	$/Feature/Month	$2.95
Preferential Multiline Hunting	$/Feature/Month	$0.45
Uniform Call Distribution	$/Feature/Month	$3.42
Stop Hunt Key	$/Feature/Month	$0.25
Make Busy Key	$/Feature/Month	$0.60
Queuing	$/Feature/Month	$1.10
Automatic Route Selection	$/Feature/Month	$0.35
Facility Restriction Level	$/Feature/Month	$0.25
Expansive Route Warning Tone	$/Feature/Month	$0.25
Time-of-Day Routing Control	$/Feature/Month	$0.31
Foreign Exchange Facilities	$/Feature/Month	$13.40
Anonymous Call Rejection	$/Feature/Month	$5.31
Basic Business Group Sta-Sta ICM	$/Feature/Month	$10.23
Basic Business Group CTX	$/Feature/Month	$1.76
Basic Business Group DOD	$/Feature/Month	$0.71
Basic Business Auto ID Outward Dialing	$/Feature/Month	$0.25
Basic Business Group DID	$/Feature/Month	$0.25
Business Set Group Intercom All Calls	$/Feature/Month	$7.55
Dial Call Waiting	$/Feature/Month	$0.57
Loudspeaker Paging	$/Feature/Month	$12.38
Recorded Telephone Dictation	$/Feature/Month	$13.28
On-Hook Queuing for Outgoing Trunks	$/Feature/Month	$4.46
Off-Hook Queuing for Outgoing Trunks	$/Feature/Month	$1.54
Teen Service	$/Feature/Month	$0.82
Bg - Automatic Call Back	$/Feature/Month	$0.83
Voice/Data Protection	$/Feature/Month	$0.25
Authorization Codes for Afr	$/Feature/Month	$0.36
Account Codes for Afr	$/Feature/Month	$0.59
Code Restriction Diversion	$/Feature/Month	$0.37
Code Calling	$/Feature/Month	$14.60
Meet-Me Conference	$/Feature/Month	$5.93
Call Park	$/Feature/Month	$0.25

VERTICAL FEATURES		(Subject to Availability)
Executive Busy Override	$/Feature/Month	$0.25
Last Number Redial	$/Feature/Month	$0.50
Direct Inward System Access	$/Feature/Month	$0.25
Authorization Code Immediate Dialing	$/Feature/Month	$0.25
Bg - Speed Calling Shared	$/Feature/Month	$0.25
Attendant Recall from Satellite	$/Feature/Month	$0.25
Bg - Speed Calling 2-Shared	$/Feature/Month	$0.25
Business Set - Call Pick-up	$/Feature/Month	$0.25
Authorization Code for Mdr	$/Feature/Month	$0.25
Locked Loop Operation	$/Feature/Month	$0.25
Attendant Position Busy	$/Feature/Month	$0.25
Two-Way Splitting	$/Feature/Month	$0.84
Call Forwarding - All (Fixed)	$/Feature/Month	$1.75
Business Group Call Waiting	$/Feature/Month	$0.25
Music on Hold	$/Feature/Month	$6.41
Automatic Alternate Routing	$/Feature/Month	$4.95
DTMF Dialing	$/Feature/Month	$0.25
BG DTMF Dialing	$/Feature/Month	$0.25
Business Set Access to Paging	$/Feature/Month	$3.97
Call Flip-Flop (Ctx-A)	$/Feature/Month	$3.52
Selective Calling Waiting (Class)	$/Feature/Month	$2.80
Direct Inward Dialing	$/Feature/Month	$11.85
Customer Dialed Account Recording	$/Feature/Month	$3.37
Deluxe Automatic Route Selection	$/Feature/Month	$0.68
MDC Attendant Console	$/Feature/Month	$63.74
Warm Line	$/Feature/Month	$0.25
Calling Name Delivery	$/Feature/Month	$0.25
Call Forwarding Enhancements	$/Feature/Month	$0.25
Caller ID Name and Number	$/Feature/Month	$1.16
InContact	$/Feature/Month	$1.68
Call Waiting ID	$/Feature/Month	$0.25
Att'd ID on Incoming Calls	$/Feature/Month	$0.46
Privacy Release	$/Feature/Month	$0.25
Display Calling Number	$/Feature/Month	$0.25
Six-Port Conference	$/Feature/Month	$5.61
Business Set Call Back Queuing	$/Feature/Month	$0.25
ISDN Code Calling - Answer	$/Feature/Month	$0.25
Att'd Call Park	$/Feature/Month	$0.25
Att'd Autodial	$/Feature/Month	$0.25

VERTICAL FEATURES		(Subject to Availability)
Att'd Speed Calling	$/Feature/Month	$0.25
Att'd Console Test	$/Feature/Month	$0.25
Att'd Delayed Operation	$/Feature/Month	$0.25
Att'd Lockout	$/Feature/Month	$0.25
Att'd Multiple Listed Directory Numbers	$/Feature/Month	$0.25
Att'd Secrecy	$/Feature/Month	$0.25
Att'd Wildcard Key	$/Feature/Month	$0.25
Att'd Flexible Console Alerting	$/Feature/Month	$0.25
Att'd VFG Trunk Group Busy on Att'd Console	$/Feature/Month	$0.25
Att'd Console Act/Deact of CFU/CFT	$/Feature/Month	$0.25
Att'd Display of Queued Calls	$/Feature/Month	$0.25
Att'd Interposition Transfer	$/Feature/Month	$0.25
Att'd Automatic Recall	$/Feature/Month	$0.25

APPENDIX E

RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

I. The following services are offered by GTE for purchase by ONECOMM for UNEs or Interconnection, where an individual item is not superseded by a tariffed offering.

		NRC	MRC
A.	9-1-1 Selective Router Map Provided is a color map showing a selective router's location and the GTE central offices that send their 9-1-1 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce by ONECOMM for its internal use is granted without further fee. Non-tariffed price.	$125.00	N/A
B.	9-1-1 Selective Router Pro-Rata Fee/trunk This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding.	$0	$100.77
C.	PS ALI Software A personal computer software program running on Windows 3.1™ for formatting subscriber records into NENA Version #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost.	$790.80	
D.	ALI Gateway Service Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for ONECOMM to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost.	$135.00	$36.12
E.	9-1-1 Interoffice Trunk This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff

			NRC	MRC
F.	ALI Database		Tariff	Tariff
	This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.			
G.	Selective Router Database per Record Charge		Tariff	Tariff
	Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.			
H.	MSAG Copy			
	Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid.			
	(a)	Copy provided in paper format	$238.50	$54.00
	(b)	Copy provided in flat ASCII file on a 3-1/2" diskette	$276.00	$36.00

II. The following services are offered by GTE when ONECOMM resells GTE's local exchange services, where an item is not superseded by a tariffed offering:

A.	911 Selective Router Map			
	Provided is a color map showing a selective router's location and the GTE central offices that send their 911 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce by ONECOMM for it s internal use is granted without further fee. Non-tariffed price.			
B.	MSAG Copy			
	Production of one copy of a 911 Customer's Master Street Address Guide, postage paid			
	1.	Copy provided in proper format	$238.50	$ 54.00
	2.	Copy provided in flat ASCII file on a 3-1/2" diskette	$276.00	$ 36.00

APPENDIX F

COMPENSATION FOR EXCHANGE OF TRAFFIC USING UNBUNDLED ELEMENTS

1. This Appendix describes the compensation terms that apply for exchanging local, intraLATA, toll and interexchange traffic when ONECOMM uses GTE-provided unbundled ports, local switching and shared transport to provide service to ONECOMM's end-users. Reciprocal compensation does not apply in a resale environment.

2. Compensation for ONECOMM's Purchase of GTE's unbundled local switching.

2.1 For local intra-switch calls between lines connected to GTE's switch where ONECOMM has purchased GTE's unbundled local switching, the Parties agree to impose no call termination charges on each other. GTE's local switching charge will apply as described below where the call is:

2.1.1 Originated by ONECOMM's customer using GTE's unbundled local switching and completed to a GTE customer:

(a) (For use of the local switch): local switching charge the originating office will apply to ONECOMM.

2.1.2 Originated by ONECOMM's customer using GTE's unbundled local switching and completed to the customer of a third party LEC (not affiliated with ONECOMM) using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the originating office will apply to ONECOMM.

2.1.3 Originated by ONECOMM's customer using GTE's unbundled local switching and completed to another ONECOMM's customer using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the originating office will apply to ONECOMM.

2.1.4 Originated by a GTE customer and terminated to ONECOMM's customer using GTE's unbundled local switching.

(a) No local switching charge will apply to ONECOMM.

2.1.5 Originated by the customer of a third-party LEC (not affiliated with ONECOMM) using GTE's unbundled local switching and terminated to ONECOMM's customers using GTE's unbundled local switching.

(a) No local switching charge will apply to ONECOMM.

2.2 For local inter-switch calls where ONECOMM has purchased GTE's unbundled local switching. GTE's charges will apply to CLEC as described below where the call is:

2.2.1 Originated from ONECOMM's end-user customer using GTE's unbundled local switching and completed to a GTE customer:

(a) (For use of the local switch): local switching charge at the originating office.

(b) A mileage-based transport charge will apply when ONECOMM uses GTE's transport.

(c) Tandem Switching, if applicable.

(d) (For call termination): Charges for local interconnection/call termination, when applicable

2.2.2 Originated from ONECOMM's customer using GTE's unbundled local switching and completed to a third-party LEC (not affiliated with ONECOMM) customer using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the originating office.

(b) A mileage-based transport charge will apply when ONECOMM uses GTE's transport.

(c) Tandem Switching, if applicable.

2.2.3 Originated from ONECOMM's customer using GTE's unbundled local switching and completed to the interconnected network of a third-party LEC (not affiliated with ONECOMM).

(a) (For use of the local switch): local switching charge at the originating office.

(b) A mileage-based transport charge will apply when ONECOMM uses GTE's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.

(c) Tandem Switching, if applicable.

2.2.4 Originated from ONECOMM's customer using GTE's unbundled local switching and completed to ONECOMM's customer using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the originating office.

(b) A mileage-based transport charge will apply when ONECOMM uses GTE's transport.

(c) Tandem Switching, if applicable.

(d) (For use of the local switch):Local switching charge at the terminating office.

2.2.5 Originated by a GTE customer and terminated to ONECOMM's customer using GTE's unbundled local switching.

(a) (For use at local switch): local switching charge at the terminating office.

(b) (For call termination): ONECOMM shall charge GTE for local interconnection/call termination, when applicable.

2.2.6 Originated by a customer of a third-party LEC using GTE's unbundled local switching and terminated to ONECOMM's customer using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

2.2.7 Originated by a customer of the interconnected network of a third-party LEC and terminated to ONECOMM's customers using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

2.3 For intraLATA toll calls where ONECOMM has purchased GTE's unbundled local switching, charges shall apply as follows:

2.3.1 Originated by ONECOMM's customer and completed to a GTE customer:

(a) (For use of the local switch): local switching charge at the originating office.

(b) Shared transport charge between the two offices will apply when ONECOMM uses GTE's transport.

(c) Tandem Switching, if applicable.

(d) (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).

2.3.2 Originated by ONECOMM's customer and completed to the customer of a third-party LEC using GTE's unbundled local switching in a distant end office.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Shared transport charge between the two offices will apply when ONECOMM uses GTE's transport.

(c) Tandem Switching, if applicable.

2.3.3 Originated by ONECOMM's customer and completed to the network of a third-party LEC interconnected with GTE's network.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Common transport charge will apply when ONECOMM uses GTE's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.

(c) Tandem Switching, where applicable.

2.3.4 Originated by ONECOMM's customer and completed by another of ONECOMM's customers being served through GTE's unbundled local switching in a distant office.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Shared transport charge between the two offices will apply when ONECOMM uses GTE's transport.

(c) Tandem Switching, if applicable.

(d) (For use of the local switch): local switching charge at the terminating office.

2.3.5 Originated by a GTE customer and terminated to ONECOMM's customer using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

(b) (For call termination): ONECOMM will charge GTE local switching at the terminating office.

2.3.6 Originated by a customer of a third-party LEC (not affiliated with ONECOMM) using GTE's unbundled local switching in a distant end office and terminated to ONECOMM's customers using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

2.3.7 Originated by a customer of the network of a third-party LEC interconnected with GTE's network and terminated to ONECOMM's customers using GTE's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

2.4 For intrastate Switched Access calls where ONECOMM is using GTE's unbundled local switching for calls originated from or terminated to an IXC for completion:

2.4.1 For calls originated from ONECOMM's customer to an IXC switch for completion.

(a) (For use of the local switch): local switching charge at the office.

(b) Shared Transport;

(c) Tandem Switching

2.4.2 For calls terminating to ONECOMM's end-user customer from an IXC switch for completion.

(a) (For use of the local switch): local switching charge at the terminating office.

(b) Shared Transport;

(c) Tandem Switching

2.5 For interstate Switched Access calls where ONECOMM is using GTE's unbundled local switching for calls originated from or terminated to an IXC for completion:

2.5.1 For calls originated from ONECOMM's customer to an IXC switch for completion.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Shared Transport;

(c) Tandem Switching

2.5.2 For calls terminating to ONECOMM's customer from an IXC switch for completion:

(a) (For use of the local switch): local switching charge at the terminating office.

(b) Shared Transport;

(c) Tandem Switching

3. Unbundled local switching will be billed on a per minute of use basis and applied to all originating and interswitch terminating traffic, including, but not limited to local, toll, operator services, directory assistance, 911/E-911, 500, 700, 800/888, 900, 950, 976, busy calls, no answer, incomplete. Where non-conversation time cannot be measured, the parties will mutually agree on the appropriate measure and charge. Where measurement of terminating local switching minutes is not available, the number of minutes billed for terminating usage will be equal to the number of originating minutes. The Parties will mutually agree on a method and procedure to periodically sample and validate or adjust the ratio of originating to terminating minutes for billing purposes.

APPENDIX G

COLLOCATION RATES

CAGED COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Non-Recurring Prices			
Engineering Costs			
Engineering Fee	per occurrence	NRC	$1,169.68
Augment/Change Current Svc Arrangements	per occurrence	NRC	$199.42
Access Card Administration (New/Replacement)	per card	NRC	$22.88
Building Modification			
Site Modifications (for Construction inside GTE CO only)			
Demolition and Site Work	per request	NRC	$549.99
Exterior Door	per request	NRC	$2,432.94
Concrete Work	per request	NRC	$340.30
Steel/Metals Work	per request	NRC	$908.16
Painting/Finishes	per request	NRC	$606.64
Interior Door	per request	NRC	$1,517.00
Flooring Work	per request	NRC	$832.38
HVAC - Minor (Heating, Ventilating & Air Condit'g)	per occurrence	NRC	$1,855.40
Dust Partition	per request	NRC	$1,674.27
Hardware - Lockset for Door	per unit	NRC	$147.51
Electrical			
Lighting	per unit	NRC	$729.05
Electrical Outlet	per outlet	NRC	$661.09
Floor Grounding Bar	per bar	NRC	$993.88
Cage Grounding Bar	per bar	NRC	$1,420.59
Cable Racking - Dedicated			
Engineering	per project	NRC	$78.19
Installation and Materials - Racking	per linear foot	NRC	$34.42
Cage Enclosure			
Cable Fencing	per sq. ft. fencing	NRC	$8.09
Cage Gate	per gate	NRC	$458.72
DC Power Facility			
Termination	per pwr run	NRC	$66.56
Power Cable Pull - Labor	per linear foot	NRC	$11.09
Engineering	per project	NRC	$78.19
Fiber Cable Pull			
Engineering Costs	per project	NRC	$606.30
Place Innerduct	per linear foot	NRC	$1.36
Pull Cable	per linear foot	NRC	$0.93
Cable Fire Retardant	per occurrence	NRC	$44.37
Fiber Cable Splice	per fiber	NRC	$49.33

Facility Pull			
Engineering Costs	per project	NRC	$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	$1.11
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	$4.44
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	$1.11
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	$1.11
Per Termination (Unconnectorized)	per DS3	NRC	$11.09
BITS Timing			
Engineering Costs	per project	NRC	$34.93
Material Cost and Pull Shielded Cable	per linear foot	NRC	$1.25
Monthly Recurring Prices			
Cage Floor Space including Shared Access Area	1 sq ft	MRC	$2.73
Cable Space (Subduct Space)			
Manhole	per project	MRC	$4.89
Subduct	per linear foot	MRC	$0.04
DC Power Facility and Utility			
Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	$612.87
Facility Termination			
DSO Cable - Material	per 100 pr.	MRC	$3.13
DS1 Cable - Material	per 28 pr.	MRC	$12.34
DS3 Cable - Material	per DS3	MRC	$16.11
Cable Vault Splice			
Fiber Cable - 48 fiber			
Material	per splice	MRC	$8.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	$24.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Cable Rack - Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	$0.01
BITS Timing	per port	MRC	$9.06
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Non-Recurring Prices			
Engineering Costs			
Engineering Fee	per occurrence	NRC	$1,169.68
Augment/Change Current Svc Arrangements	per occurrence	NRC	$199.42
Access Card Administration (New/Replacement)	per card	NRC	$22.88
Building Modification			
Site Modifications (for Construction inside GTE CO only)			
Demolition and Site Work	per request	NRC	$549.99
Exterior Door	per request	NRC	$2,432.94
Concrete Work	per request	NRC	$340.30
Steel/Metals Work	per request	NRC	$908.16
Painting/Finishes	per request	NRC	$606.64
Interior Door	per request	NRC	$1,517.00
Flooring Work	per request	NRC	$832.38
HVAC - Minor (Heating, Ventilating & Air Condit'g)	per occurrence	NRC	$1,855.40
Dust Partition	per request	NRC	$1,674.27
Hardware - Lockset for Door	per unit	NRC	$147.51
Electrical			
Lighting	per unit	NRC	$729.05
Electrical Outlet	per outlet	NRC	$661.09
Floor Grounding Bar	per bar	NRC	$993.88
Cable Racking - Dedicated			
Engineering	per project	NRC	$78.19
Installation and Materials - Racking	per linear foot	NRC	$34.42
DC Power Facility			
Termination	per pwr run	NRC	$66.56
Power Cable Pull - Labor	per linear foot	NRC	$11.09
Engineering	per project	NRC	$78.19
Fiber Cable Pull			
Engineering Costs	per project	NRC	$606.30
Place Innerduct	per linear foot	NRC	$1.36
Pull Cable	per linear foot	NRC	$0.93
Cable Fire Retardant	per occurrence	NRC	$44.37
Fiber Cable Splice	per fiber	NRC	$49.33
Facility Pull			
Engineering Costs	per project	NRC	$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	$1.11
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	$4.44
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	$1.11
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	$1.11
Per Termination (Unconnectorized)	per DS3	NRC	$11.09

BITS Timing			
Engineering Costs	per project	NRC	$34.93
Material Cost and Pull Shielded Cable	per linear foot	NRC	$1.25
Monthly Recurring Prices			
Relay Rack Floor Space including Shared Access Area	per linear foot	MRC	$11.59
Cabinet Floor Space including Shared Access Area	per linear foot	MRC	$15.68
Cable Space			
Subduct Space			
Manhole	per project	MRC	$4.89
Subduct	per linear foot	MRC	$0.04
DC Power Facility and Utility			
Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	$612.87
Facility Termination			
DSO Cable - Material	per 100 pr.	MRC	$3.13
DS1 Cable - Material	per 28 pr.	MRC	$12.34
DS3 Cable - Material	per DS3	MRC	$16.11
Cable Vault Splice			
Fiber Cable - 48 fiber			
Material	per splice	MRC	$8.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	$24.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Cable Rack - Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	$0.01
BITS Timing	per port	MRC	$9.06
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Non-Recurring Prices			
Engineering Fee	per occurrence	NRC	$958.00
Fiber Cable Pull			
Engineering Costs	per project	NRC	$606.30
Place Innerduct	per linear foot	NRC	$1.36
Pull Cable	per linear foot	NRC	$0.93
Cable Fire Retardant	per occurrence	NRC	$44.37
Metallic Cable Pull			
Engineering Costs	per project	NRC	$606.30
Pull Cable	per linear foot	NRC	$1.05
Cable Fire Retardant	per occurrence	NRC	$44.37
Cable Splice			
Metallic DSO, DS1 or Fiber			
Engineering Costs	per project	NRC	$30.32
Splicing (greater than 200 pair)	per DSO/DS1 pair	NRC	$1.38
Splicing (less than 200 pair)	per DSO/DS1 pair	NRC	$1.38
Splicing Fiber Cable	per fiber	NRC	$49.33
Facility Pull			
Engineering Costs	per project	NRC	$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	$1.11
Per DSO Cable Termination			
Per Termination (C)	per 100 pr	NRC	$4.44
Per Termination (UC)	per 100 pr	NRC	$44.37
Per DS1 Cable Termination			
Per Termination (C)	per 28 pr	NRC	$1.11
Per Termination (UC)	per 28 pr	NRC	$33.28
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	$1.11
Per Termination (Unconnectorized)	per DS3	NRC	$11.09
Per Fiber Cable Termination			
Per Termination	per fiber	NRC	$49.33
BITS Timing			
Engineering Costs	per project	NRC	$34.93
Material Cost and Pull Shielded Cable	per linear foot	NRC	$1.25
Monthly Recurring Prices			
Cable Space			
Subduct Space			
Manhole	per project	MRC	$4.89
Subduct	per linear foot	MRC	$0.04
Conduit Space - 4" Duct - Metallic Cable			
Manhole	per project	MRC	$8.84
Conduit	per linear foot	MRC	$0.05

Facility Termination			
DSO Cable - Material	per 100 pr.	MRC	$3.13
DS1 Cable - Material	per 28 pr.	MRC	$12.34
DS3 Cable - Material	per DS3	MRC	$16.11
Cable Vault Splice			
Metallic DSO Cable per 1200 pair			
Material	per splice	MRC	$449.44
Space Utilization in Cable Vault	per cable	MRC	$3.00
Metallic DSO Cable per 900 pair			
Material	per splice	MRC	$329.12
Space Utilization in Cable Vault	per cable	MRC	$2.75
Metallic DSO Cable per 600 pair			
Material	per splice	MRC	$218.79
Space Utilization in Cable Vault	per cable	MRC	$1.94
Metallic DS1 Cable			
Material	per splice	MRC	$45.54
Space Utilization in Cable Vault	per cable	MRC	$0.44
Fiber Cable - 48 fiber			
Material	per splice	MRC	$8.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	$24.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Cable Rack - Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	$0.01
BITS Timing	per port	MRC	$9.06
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB

MISCELLANEOUS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Labor:			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician			
First Half Hour or Fraction Thereof		NRC	$42.76
Each Additional Half Hour or Fraction Thereof		NRC	$21.38
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	$100.00
Each Additional Half Hour or Fraction Thereof		NRC	$75.00
Prem.Time,Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	$150.00
Each Additional Half Hour or Fraction Thereof		NRC	$125.00
GTE Provided Cable Rates:			
Facility Cable			
DS-O Cable (Connectorized) 100 pair	100 ft.	NRC	$157.69
DS-1 Cable (Connectorized)	100 ft.	NRC	$165.77
DS-3 Coax Cable	per linear foot	NRC	$0.42
Shielded Cable (Orange jacket)	per linear foot	NRC	$0.16
Power Cable			
Wire Power 1/0	per linear foot	NRC	$0.77
Wire Power 2/0	per linear foot	NRC	$1.11
Wire Power 3/0	per linear foot	NRC	$1.24
Wire Power 4/0	per linear foot	NRC	$1.52
Wire Power 350 MCM	per linear foot	NRC	$2.60
Wire Power 500 MCM	per linear foot	NRC	$3.63
Wire Power 750 MCM	per linear foot	NRC	$5.58
Wire Ground #6	per linear foot	NRC	$0.15
Collocation Space Report	per premise	NRC	$1,637.25

APPENDIX 49A
AMENDMENT TO CERTAIN RATES, TERMS AND CONDITIONS
AT&T TERMS

State of KENTUCKY

Pursuant to Article III Section 49 of this Agreement and subject to all of the terms and conditions thereof, the AT&T Terms referred to in Section 49 and attached herein as pages 49A-2 through 49A-14 will be substituted for the GTE Terms which are set out in Appendix 49B.

Attachment 1 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
AT&T/GTE TERMS
State of KENTUCKY
From the Main Section of the AT&T/GTE Arbitrated Agreement

25.3 Restrictions on Resale. To the extent consistent with the applicable rules and regulations of the FCC and the Commission, AT&T may resell all GTE Local Services as defined in GTE's tariffs. The following restrictions shall apply to the resale of Local Services, as described in Section 24 of this Agreement by AT&T: (i) AT&T shall not resell residential services to non-residential end users; (ii) AT&T shall not resell means-tested services such as Lifeline to customers who do not meet the required means test; and (iii) AT&T shall comply with the continuous property restriction applicable to Shared Tenant Services.

Attachment 2 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
AT&T/GTE Pricing Agreement

State of KENTUCKY

Prices for Unbundled Network Elements

Beginning with the Effective Date of this Agreement, Network Elements and Combinations will be priced in accordance with the standards and prices described in this Appendix.

The prices listed in Appendix 2 to this Attachment 14 are interim and are subject to true-up provisions and further order of the Commission pending submission of cost studies by GTE. The application of any intrastate or interstate access charges to Network Elements is interim and transitional pending Commission consideration of any Universal Service funding requirements.

The prices listed in this Appendix 2 will remain in effect for the Initial Contract Period unless and until amended pursuant to the pricing orders applicable to Network Elements and Combinations provided by GTE to AT&T in this State. Upon expiration of the Initial Contract Period and upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established in accordance with Applicable Law.

Attachment 2 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
Annex 1 to Attachment 14
AT&T/GTE Pricing Agreement

State of KENTUCKY

Summary of PSC Prices for Network Elements

	Rates
Unbundled Loops	
2-Wire Analog Loop	$19.65
4-Wire Analog Loop	$27.51
Network Interface Device	
Basic NID	$1.86
12x NID	$2.00
Local Switching	
Originating MOU	
Setup	$0.0088173
per MOU	$0.0012553
Average MOU	$0.0036192
Terminating MOU	
Setup	$0.0073541
per MOU	$0.0012560
Average MOU	$0.0032276
Ports	
2-wire Analog Port	$4.02
DS-1 Port	$60.06
Intrastate End Office Switching:	
Originating MOU	
Setup	$0.0088173
per MOU	$0.0012553
Average MOU	$0.0036192
Terminating MOU	
Setup	$0.0073541
per MOU	$0.0012560
Average MOU	$0.0032276
Interconnection Charge Intrastate - per MOU	$0.0078026

	Rates
Carrier Common Line	
Intrastate	
Originating	$0.0318779
Terminating	$0.0318779
Interstate End Office Switching:	
Originating MOU	
Setup	$0.0088173
per MOU	$0.0012553
Average MOU	$0.0036192
Terminating MOU	
Setup	$0.0073541
per MOU	$0.0012560
Average MOU	$0.0032276
Interconnection Charge Interstate - per MOU	$0.0079315
Carrier Common Line Interstate	
Originating	$0.0100000
Terminating	$0.0195150
Features Various	Resale Tariff
Local Interconnection	
A. Bill and Keep +/- 10% Traffic B. Out of Balance Terminating Traffic Average MOU	Interim $0.0032276
Dedicated Transmission Links	
Entrance Facility: 2 Wire Voice 4 Wire Voice DS1 Standard 1st System DS1 Standard Add'l System DS3 Protected, Electrical DS1 to Voice Multiplexing DS3 to DS1 Multiplexing	 $31.14 $44.01 $145.20 $145.20 $908.83 $175.00 $256.85
Direct Trunked Transport: Voice Facility per ALM DS1 Facility per ALM DS1 Per Termination DS3 Facility per ALM DS3 Per Termination	 $2.52 $1.39 $31.83 $33.02 $306.99

	Rates
Common Transmission Facilities	
Transport Termination Average MOU/Term Transport Facility per Mile Average MOU/Mile	 $.0000726 $.0000031
Tandem Switching	
Setup	$0.0011286
per MOU	$0.0005183
Average MOU	$0.0008209
Database and Signaling Systems	
Signaling Links and STP 56 Kbps Links	 $83.91
DS-1 Link	$145.20
Signal Transfer Point (STP) Port Termination	 $240.97
Call Related Databases: Line Information Database ABS - Queries	 $0.039
ABS Transport - Queries	$0.0051
Toll Free Calling Databases DB800 Queries	 $0.010909
Service Provider Number Portability	Each Carrier Bears Own Costs*
Other Network Elements	
Operator Services	Under Study
Directory Assistance	Under Study
Subscriber Numbers	Under Study

* Each party shall bear its own costs with respect to interim service provider number portability pursuant to the Commission's Orders in Case No. 96-478 and Case No. 96-440. Neither party waives its right to assert and pursue claims that the Commission's determinations on issues related to this Agreement including, but not limited to pricing of GTE's services, do not comport with the requirements of the Act. To the extent Applicable Law revises the Commission's Orders with regard to number portability charges in either Case No. 96-478 or 96-440 the parties shall abide by such decisions.

Summary of PSC Non-recurring Prices for Unbundled Services

Network Local Interconnection/Element	Non-recurring Charge
Service Ordering (loop or port)	
Initial Service Order, per order	$51.84
Transfer of Services Charge, per order	$17.41
Subsequent Service Order, per order	$26.37
Customer Service Record Research, per order	$5.65
Installation	
Unbundled Loop, per order	$10.64
Unbundled Port, per port	$10.64
Loop Facility Charge, per order*	$69.59
*The Loop Facility Charge will apply when field work is required for establishment of a new unbundled loop service.	

Attachment 3 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
From Attachment 14 of
AT&T/GTE Pricing Agreement

State of KENTUCKY

Prices for Collocation

1. Charges.

Beginning with the Effective Date of this Agreement, Collocation will be priced in accordance with the standards and prices described in Annex 1 of this Appendix 3.

2. Payment.

AT&T will pay the charges for Collocation upon receipt of an itemized invoice from GTE. GTE will provide AT&T with an itemized invoice of all charges on a per LSO basis.

Attachment 3 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
Annex 1 of Attachment 14
AT&T/GTE Pricing Agreement

State of KENTUCKY

Summary of Commission-Approved Charges for Collocation
For GTE SOUTH, Inc.

Collocation Element	Monthly Recurring Rate
DS-0 level connection	$1.53
DS-1 level connection	$3.22
DS-3 level connection	$23.84
Partitioned space/square foot	$2.33
DC power per 40 Amps	$388.26
Cable Pull per 12 Fibers	$15.22

Collocation Element	Non-Recurring Rate
Physical Engineering Fee	$3,749.00/per request
Building Modification Costs:	
Simple	$15,468.00/per office
Moderate	$21,305.00/per office
Complex	$27,189.00/per office
DC power	$4,191.00/per 40 amps
Cable Pull	$1,075.00/per 12 fibers
Cage Enclosure	$4,705.00/per cage

Attachment 4 to Amendment 49A

Amendment to Certain Rates, Terms and Conditions
From Attachment 14
AT&T/GTE Pricing Agreement

State of KENTUCKY

Reciprocal Compensation

1. Scope.

This Appendix prescribes the methods and means for reciprocal compensation of interconnect traffic between GTE's and AT&T's networks as well as transiting traffic between AT&T and third party LECs or ILECs.

2. Interconnecting Local Traffic.

Compensation for exchange of Local Traffic will be paid on a Bill and Keep basis.

3. Transiting Traffic.

AT&T shall pay to GTE a Transiting Service Charge for the use of its Tandem Switching as described in Annex 1 to this Appendix 4.

4. BLV/BLVI Traffic.

Each party shall charge the other for BLV/BLVI Services on a reciprocal basis as provided in Section 21 of this Agreement.

Attachment 4 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
Annex 1 from Attachment 14
AT&T/GTE Pricing Agreement
State of KENTUCKY

Prices for Reciprocal Compensation (Transiting Traffic)

The prices listed in this Annex will remain in effect for the Initial Contract Period unless amended pursuant to pricing orders applicable to the services provided to each other by AT&T and GTE listed in this Appendix 4. Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established in accordance with Applicable Law. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Annex will continue to remain in effect.

Dedicated transport - $0.0000726/Termination

Common transport - $0.0000031/Mile

End Office Switching - $0.0032276/MOU

Tandem Switching - $0.0008209/MOU

Transiting Service Charge - Tandem Switching Rate of $0.0008209 per minute plus applicable Transport Access Rates

Attachment 5 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
From Attachment 14
AT&T/GTE Pricing Agreement
State of KENTUCKY

Prices for Local Number Portability

Each party shall bear its own costs for providing interim number portability options.

Attachment 6 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
From Attachment 14
AT&T/GTE Pricing Agreement
State of KENTUCKY
Prices for Trunking Interconnection

The prices listed in this Appendix are not subject to change for the Initial Contract Period. Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established in accordance with Applicable Law.

Dedicated Transport Rates

AT&T Dedicated Transport

See Appendix 2 - Annex 1 to this Attachment 14

GTE Dedicated Transport -

See Appendix 2 - Annex 1 to this Attachment 14

Attachment 9 to Amendment 49A
Amendment to Certain Rates, Terms and Conditions
From Attachment 14
AT&T/GTE Pricing Agreement
State of KENTUCKY

Treatment of ESP/ISP Traffic

The Parties have not agreed as to how ESP/ISP Traffic should be exchanged between the Parties and whether and to what extent compensation is due either Party for exchange of such traffic. GTE's position is that the FCC cannot divest itself of rate setting jurisdiction over such traffic, that such traffic is interstate and subject to Part 69 principles, and that a specific interstate rate element should be established for such traffic. AT&T's position is that ESP/ISP traffic should be treated as local for the purposes of inter-carrier compensation and should be compensated on the same basis as voice traffic between end users. The FCC has issued a NPRM on prospective treatment of ESP/ISP traffic. Nevertheless, without waiving any of its rights to assert and pursue its position on issues related to ESP/ISP Traffic, each Party agrees that until the FCC enters a final, binding, and nonappealable order ("Final FCC Order"), the Parties shall exchange and each Party may track ESP/ISP Traffic but no compensation shall be owed for ESP/ISP Traffic exchanged between the Parties and neither Party shall bill the other for such traffic. At such time as a "Final FCC Order" becomes applicable, the Parties shall meet to discuss implementation of the Order and shall make adjustments to reflect the impact of the Order. This agreement to leave issues related to ESP/ISP Traffic unresolved until after the Final FCC Order becomes applicable and in the interim to not compensate for ESP/ISP Traffic, shall in no manner whatsoever establish any precedent, waiver, course of dealing or in any way evidence either Parties' position or intent with regard to exchange and/or compensation of ESP/ISP Traffic, each party reserving all its rights with respect to these issues.

APPENDIX 49B
AMENDMENT TO CERTAIN RATES, TERMS AND CONDITIONS
GTE TERMS

Pursuant to Article III, Section 49 of this Agreement, the following terms shall be applied in place of the terms in Appendix 49A (AT&T Terms) in the event the terms from the selected arbitrated agreement are deemed to be unlawful, or are stayed or enjoined by a court or commission of competent jurisdiction.

The Interconnection Rates in Appendix A will apply.

The Interim Number Portability Rates in Appendix B will apply.

The Unbundled Network Element rates in Appendix D will apply.

ARTICLE IX
COLLOCATION

1. General.

GTE shall provide collocation services in accordance with and subject to the terms and conditions of this Article IX and other applicable requirements of this Agreement. Collocation provides for access to those GTE wire centers or access tandems listed in the NECA, Tariff FCC No. 4 for the purpose of interconnection for the exchange of traffic with GTE and/or access to unbundled network elements (UNEs). Collocation shall be accomplished through caged or cageless service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, GTE shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility.

2. Types of Collocation.

2.1 Single Caged.

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house their equipment within GTE wire center(s) or access tandem(s).

2.2 Shared Caged.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a GTE wire center or access tandem pursuant to terms and conditions agreed to by those CLECs. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). GTE will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but GTE will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The host CLEC and guest(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the host is reimbursed for all or any portion of such charges by the guest(s). The host CLEC and the guest CLEC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. All terms and conditions for caged collocation as described in this Article IX will apply to shared caged collocation requirements. For additional details on shared caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1 below.

2.3 Subleased Caged.

Vacant space available in a CLEC's (host CLEC-HC) caged collocation arrangement may be made available to a third party (guest CLEC-GC) for the purpose of interconnection and/or for access to UNEs in GTE's wire center(s) or access tandem(s) via the subleasing collocation arrangement detailed in GTE's CSP. The HC would sublease the floor space to the GC pursuant to terms and conditions agreed to by the HC and GC involved. The GC(s) must each be independently collocated within the subleased caged space for the purposes set forth in this Agreement. For additional details on subleased caged collocation see GTE's CSP.

2.4 Cageless.

Cageless collocation is a form of collocation in which CLECs can place their equipment in GTE wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. This space will be in a separate lineup, if available. If a separate bay lineup is not available, ONECOMM's bay will be segregated by at least one vacant bay from GTE's own equipment. The equipment location will be designated by GTE and will vary based on individual wire center or access tandem configurations. ONECOMM equipment will not share the same equipment bays with GTE equipment.

2.5 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in GTE's wire center or access tandem for caged and cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on GTE property that adheres to local building code, zoning requirements, and GTE building standards. For additional details on adjacent collocation see GTE's CSP, which is described in Section 3.1 below.

2.6 Other.

A CLEC shall have the right to order collocation services offered pursuant to GTE tariffs following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms of GTE's existing federal collocation tariff (GTOC Tariff No. 1). The remainder of the terms of this Article IX shall not apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

3. Ordering.

3.1 Application.

3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for ONECOMM to contact to place a request for collocation. The point of contact will provide ONECOMM with the CSP, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form, terms and conditions of the CSP.

3.1.2 Application Form/Fee. ONECOMM requesting collocation at a wire center or access tandem will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix G described in Section 6.1 for each wire center or access tandem at which collocation is requested. The application form will require ONECOMM to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. ONECOMM will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess the customer any additional charges on an individual case basis ("ICB")

associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.1.3 Notification of Acceptance/Rejection. GTE will notify ONECOMM in writing within fifteen (15) days following receipt of the completed application if ONECOMM's requirements cannot be accommodated as specified. Should ONECOMM submit ten (10) or more applications within a ten (10) day period, the response interval will be increased by ten (10) days for every ten (10) additional applications or fraction thereof.

3.1.4 Changes. The first application form filed by ONECOMM shall be designated the original application. 0riginal applications are subject to modification by minor or major changes to the facilities requested in the application.

3.1.4.1 Minor changes are those requests that do not require additional power, HVAC, or changes in cage/floor space. The ONECOMM will be required to submit a revised application and any accompanying charges reasonably assessed by GTE, but the deliverable dates for the project will not change. GTE's obligations under an original application may also be modified by major changes.

3.1.4.2 Major changes are requests that add telecommunications equipment that requires additional AC or DC power or HVAC; change the size or location of the cage or floor space; or in the case of cageless collocation, request additional bays. At the election of ONECOMM, major changes may be handled in one of the following two methods to the extent technically feasible.

(a) Method 1: Additional Application. ONECOMM may elect to have a major change treated by GTE as an additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of an additional application and non-refundable engineering fee, GTE will notify the ONECOMM in writing within fifteen (15) days following receipt of the completed additional application if the ONECOMM's additional requirements cannot be accommodated as specified. Filing an additional application does not change GTE's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.

(b) Method 2: Change Application. ONECOMM may elect to have a major change treated by GTE as a change application. A change application may affect GTE's obligation to process and fulfill the original application. On receipt of a change application and non-refundable engineering fee, GTE will notify ONECOMM in writing within fifteen (15) days following receipt of the completed change application if ONECOMM's requirements cannot be accommodated as specified. If on notification that GTE can accommodate the requirements of the change application, ONECOMM elects to proceed with the change application, GTE's obligations under the original application will

be merged with its obligations under the change application and the combined project timeline will be the date the change application was submitted. All of the provisions herein applicable to an original application similarly apply to a change application.

3.2 Space Availability.

GTE will notify ONECOMM within fifteen (15) days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected wire center or access tandem. If space is not available, GTE will notify ONECOMM in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide ONECOMM with a price quote for collocation services required to accommodate ONECOMM's request within thirty (30) days of ONECOMM's application date, provided that no ICB rates are required in the quote. The quote will be honored for ninety (90) days from the date of issuance, provided however, that GTE reserves the right to change the price quote at any time prior to acceptance by ONECOMM. If the quote is not accepted by ONECOMM within such ninety (90) day period, ONECOMM will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

3.4 ASR.

Upon notification of available space, ONECOMM will be required to send a completed Access Service Request ("ASR") form to GTE's collocation point of contact. A copy of an ASR form is included in the CSP.

3.5 Augmentation.

All requests for a major augmentation to an existing collocation arrangement will require the submission of an application form and the non-refundable engineering fee.

3.5.1 Major augments may include adding telecommunication equipment that requires additional electrical power or HVAC, changes in the configuration or size of the cage or floor space, and requesting additional bays (cageless).

3.5.2 Minor augments will require the submission of an application form and the non-refundable augment fee. Minor augments are those requests that do not require additional power, HVAC or additional bays/cage/floor space, but may include adding light fixtures, AC outlets, so long as those requirements do not exceed the capacity of the existing/proposed electrical system. Requests for CLEC to CLEC cross connects and DSO, DS1, and DS3 facility terminations are included as minor augments.

3.6 Expansion.

GTE will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. GTE does not guarantee contiguous space to ONECOMM to expand its existing collocation space. ONECOMM requests for expansion of existing space within a specific wire center or access tandem will require the submission of an application form and the appropriate fee.

3.7 Relocation.

ONECOMM requests for relocation of the termination equipment from one location to a different location within the same wire center or access tandem will be handled on an ICB basis. ONECOMM will be responsible for all costs associated with the relocation of its equipment.

4. Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and fifty percent (50%) of the applicable NRCs (set forth in Appendix G described in Section 6.1) associated with the ordered collocation services, including, but not limited to, building modification, environmental conditioning and DC power charges, GTE will:

(a) Schedule a meeting with ONECOMM to determine engineering and network requirements.

(b) Initiate the necessary modifications to the wire center or access tandem to accommodate ONECOMM's request.

(c) Work cooperatively with ONECOMM to ensure that services are installed in accordance with the service requested.

ONECOMM is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. ONECOMM shall meet with GTE, if requested by GTE, to review design and work plans for installation of ONECOMM's designated equipment within GTE premises. GTE and ONECOMM must meet and begin implementation of the ASR within six (6) months of receipt of the collocation application form and engineering fee(s) set forth in Appendix G described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6. ONECOMM is responsible to have all cables and other equipment to be furnished by ONECOMM, ready for installation on the date scheduled. If ONECOMM fails to notify GTE of a delay in the installation date, ONECOMM will be subject to the appropriate additional labor charge set forth on Appendix G described in Section 6.1.

4.2 Space Preparation.

4.2.1 Cage Construction. For caged collocation, GTE will construct the cage with a standard enclosure or ONECOMM may subcontract this work to a GTE approved contractor.

4.2.2 Site Selection/Power. GTE shall designate the space within its wire center and/or access tandem where ONECOMM shall collocate its equipment. GTE shall provide, at the rates set forth in Appendix G described in Section 6.1, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to ONECOMM’s equipment in the same standards and parameters required for GTE equipment within that wire center or access tandem. Standard 48V DC power shall be provided in 40 amp increments. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

4.2.3 Cost Requirements. A standard GTE wire center or access tandem environment is provided for ONECOMM equipment deployed in a GTE wire center. Costs for incremental environmental conditioning required due to a collocation request will be determined on an ICB basis and will be allocated to ONECOMM based on their pro-rata share as determined in Section 6.3. environmental conditioning of unconditioned floor space requiring major system (e.g., HVAC, DC Power, etc.) modifications may fall outside the standard intervals and are to be negotiated on an ICB basis with the site preparation vendor(s), ONECOMM and GTE.

4.2.4 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform ONECOMM of the time estimates as soon as possible. GTE shall complete delivery of the floor space to ONECOMM within ninety (90) days of receipt of the ASR and fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met. Space delivery within such timeframe shall also be subject to the permitting process of the local municipality. Prior to ONECOMM beginning the installation of its equipment in a cage, bay or cabinet, ONECOMM and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by ONECOMM, billing will be initiated, access cards will be issued and ONECOMM may begin installation of its equipment.

4.3 Equipment and Facilities.

4.3.1 Purchase of Equipment. ONECOMM will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If ONECOMM chooses, GTE will assist ONECOMM in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of ONECOMM's equipment and provided facilities for collocation.

4.3.2 Permissible Equipment. ONECOMM is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to unbundled network elements. ONECOMM shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to unbundled network elements. ONECOMM may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet GTE wire center environmental standards.

4.3.3 Specifications. ONECOMM's facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All ONECOMM equipment must be Network Equipment Building Systems (NEBS) 3 compliant, or enclosed in a cabinet that meets GTE NEBS requirements. GTE reserves the right to remove and/or refuse use of ONECOMM facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of ONECOMM facilities or equipment which does not meet or comply with: (a) GTE network reliability

standards; (b) fire and safety codes; (c) the same specific risk/safety/hazard standards which GTE imposes on its own wire center and access tandem equipment; (d) GTE practices for AC/DC bonding and grounding requirements; and/or (e) the industry standard requirements shown in the following publications:

(a) TR-NWT-000499

(b) TR-NWT-000063

(c) TR-TSY-000191

(d) TR-TSY-000487

(e) TR-NPL-000320

(f) Part 15.109 (47 C.F.R. FCC Rules and Regulations)

(g) ANSI T1.102

(h) UL 94

More detailed specifications information will be provided to ONECOMM in the CSP.

4.3.4 Cable. ONECOMM is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards (which are set forth on Addendum B to the CSP) are required to reduce the possibility of interference. ONECOMM is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing ONECOMM's fire retardant riser cable from the cable vault to the partitioned space. GTE is responsible for installing ONECOMM provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. GTE will wire DS1 services in multiples of 28 or DS0 cable facilities in sufficient capacity for GTE to wire DS0 services in multiples of 24. ONECOMM shall be required to provide DS1 cable facilities to support ONECOMM equipment installed to its capacity. If ONECOMM provides its own fiber optic facility, then ONECOMM shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length for GTE to be able to fully extend such cable through to ONECOMM's space. Due to physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact ONECOMM in the event ONECOMM's equipment disrupts the network. If GTE is unable to make contact with ONECOMM, GTE shall temporarily disconnect ONECOMM's service, as provided in Section 4.7. GTE will notify ONECOMM as soon as possible after any disconnects of ONECOMM's equipment.

4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in Manhole #1 (first GTE manhole outside of the wire center) by ONECOMM. Where ONECOMM is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem conduit and into the wire center

or access tandem conduit and to ONECOMM's collocation arrangement. The splice in the wire center or access tandem cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure. GTE is responsible for installing a cable splice where ONECOMM provided fiber optic cable meets GTE standards within the wire center or access tandem cable vault or designated splicing chamber.

4.3.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where ONECOMM owned cable facilities connect to GTE termination equipment. The demarcation point for ONECOMM is ONECOMM's terminal equipment or interconnect/cross connect panel within ONECOMM's cage, bay/frame or cabinet. ONECOMM must tag all entrance facilities to indicate ownership. ONECOMM will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

4.3.7 Staging Area. For caged and cageless collocation arrangements, ONECOMM shall have the right to use the designated staging area, a portion of the wire center(s) or access tandem(s) and loading areas, if available, on a temporary basis during ONECOMM's equipment installation work in the collocation space. ONECOMM is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. ONECOMM will store equipment and materials within the collocation space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging areas. ONECOMM will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work. ONECOMM may also utilize a staging trailer, which can be located on the exterior premises of GTE's wire center or access tandem. GTE may assess ONECOMM a market value lease rate for the area occupied by the trailer.

4.3.8 Testing. Upon installation of ONECOMM's equipment, with prior notice, GTE will schedule time to work with ONECOMM during the turn-up phase of the equipment to ensure proper functionality between ONECOMM's equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements. It is solely the responsibility of ONECOMM to provide their own monitor and test points, if required, for connection directly to their terminal equipment.

4.4 Access to Collocation Space .

GTE will permit ONECOMM's employees, agents, and contractors approved by GTE to have direct access to ONECOMM's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. ONECOMM's employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines, which are attached to the CSP. GTE reserves the right, with 24 hours prior notice to ONECOMM, to access ONECOMM's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where ONECOMM shares a common entrance to the wire center or access tandem with

GTE, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, access to such facilities may be restricted by security requirements for good cause shown, and a GTE employee may accompany ONECOMM's personnel.

4.5 Network Outage, Damage and Reporting.

ONECOMM shall be responsible for: (a) any damage or network outage occurring as a result of ONECOMM owned or ONECOMM designated termination equipment in GTE wire center or access tandem; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible 24 hours a day, 7 days a week; (d) notifying GTE of significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to ONECOMM service.

4.6 Security Requirements.

4.6.1 Background Tests; Training. All employees, agents and contractors of ONECOMM must meet certain minimum requirements as established in GTE's CSP. At the time ONECOMM places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, ONECOMM must submit to GTE's Security Department for prior approval the background investigation certification form included in the CSP for all employees, agents and contractors that will require access to GTE wire centers and/or access tandems. ONECOMM agrees that its employees/vendors with access to GTE wire center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the wire center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide ONECOMM with written notice of such changes. Where applicable, GTE will provide information to ONECOMM on the specific type of security training required so ONECOMM's employees can complete such training.

4.6.2 Security Standards. GTE will be solely responsible for determining the appropriate level of security in each wire center or access tandem. GTE reserves the right to deny access to GTE buildings for any ONECOMM employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of ONECOMM are required to meet the same security requirements and adhere to the same work rules that GTE's employees and contractors are required to follow. GTE also reserves the right: (a) to deny access to GTE buildings for ONECOMM's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause; and (b) to provide a GTE employee, agent or contractor to accompany and observe ONECOMM at no cost to ONECOMM. GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.

4.6.3 Access Cards/Identification. Access cards or keys will be provided to no more than six (6) individuals for per ONECOMM for each GTE wire center or access tandem. All ONECOMM employees, agents and contractors requesting access

to the wire center or access tandem are required to have a photo identification card, which identifies the person by name and the name of ONECOMM. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide ONECOMM with instructions and necessary access cards or keys to obtain access to GTE buildings. ONECOMM is required to immediately notify GTE by the most expeditious means, when any ONECOMM employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. ONECOMM is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings if lost, stolen or upon termination of employment of ONECOMM's employee and/or termination of service. ONECOMM shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of ONECOMM or ONECOMM's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

ONECOMM is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. ONECOMM will provide access to its collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify ONECOMM in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to ONECOMM as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact ONECOMM's facilities or equipment and its ability to provide service. GTE will restrict access to ONECOMM's collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. GTE reserves the right, without prior notice, to access ONECOMM's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by ONECOMM or ONECOMM's equipment upon the operation of GTE's equipment, facilities and/or employees located outside ONECOMM's collocation space. GTE will notify ONECOMM as soon as possible when such an event has occurred. In case of a GTE work stoppage, ONECOMM's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect ONECOMM's access to its premises, or ability to provide service. ONECOMM will notify GTE point of contact of any work stoppages by ONECOMM employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit ONECOMM to secure collocation space on a the first-come, first-serve priority basis upon GTE’s receipt of fifty percent (50%) of the applicable NRCs described in Section 4.1. If GTE is unable to accommodate caged and cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its Website and will update the list within ten (10) business days of any known changes. This information will be listed at the following public Internet URL:

http://www.gte.com/regulatory

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to ONECOMM at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific wire center or access tandem to ONECOMM will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a wire center or access tandem which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by ONECOMM by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix G described in Section 6.1. GTE will not be required to lease additional space when available space has been exhausted.

5.3 Use of Space.

GTE and ONECOMM will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, ONECOMM shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within GTE's premises. ONECOMM shall use the collocation space solely for the purposes of installing, maintaining and operating ONECOMM's equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing unbundled network elements and for no other purposes. ONECOMM shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GTE. The collocation space may not be used for administrative purposes and may not be used as ONECOMM's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as ONECOMM's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its own wire center and access tandem conduit requirements and to reserve vacant space for planned facility. GTE will retain and reserve a limited amount of vacant floor space within its wire centers and access tandems for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a wire center or access tandem is reserved for GTE's own specific future use, the wire center or access tandem will be exempt from future caged and cageless collocation requests. ONECOMM shall not be permitted to reserve wire center or access tandem cable space or conduit system. If new conduit is required, GTE will negotiate with ONECOMM to determine an alternative arrangement for the specific location. ONECOMM will be allowed to reserve collocation space for its caged/cageless arrangements based on ONECOMMs documented forecast provided GTE and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GTE seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing ONECOMM equipment.

5.5 Collocation Space Report.

Upon request by ONECOMM and upon ONECOMM signing a collocation nondisclosure agreement, GTE will make available a collocation space report with the following information for the wire center or access tandem requested:

(a) Amount of caged and cageless collocation space available;

(b) Number of telecommunications carriers with existing collocation arrangements;

(c) Modifications of the use of space since the last collocation space report requested; and,

(d) Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific wire center or access tandem in order to determine collocation space availability for the wire center or access tandem. The collocation space report will be provided to ONECOMM within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee will be assessed per request and per wire center or access tandem.

5.6 Reclamation.

When initiating an application form, ONECOMM must have the capability of installing equipment approved for collocation at GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date ONECOMM accepts the collocation arrangement. If ONECOMM does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another CLEC's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse ONECOMM for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

Except as otherwise described herein, the rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix G attached hereto. The rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Appendix G, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing.

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to ONECOMM when GTE provides ONECOMM access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

If ONECOMM elects to collocate equipment in non-environmental conditioned space, ONECOMM will be responsible for its pro-rata share of all costs associated with the environmental conditioning of the space. The total costs associated with the environmental conditioning of space will be determined on an ICB basis, as specified in Section 4.2.3 (the "Total ICB Collocation Space Preparation Cost"). These costs will be prorated and shared by GTE and other collocators based on the following algorithm:

Collocator Share = Total ICB Collocation Space Preparation Cost / State ICB Fill Factor

The State ICB Fill Factor will equal the average number of collocators based on completed, pending and forecasted applications including GTE. The same State ICB Fill Factor will be assigned to all wire centers or access tandems with an ICB charge in the state and will be included with the ICB quote. Collocation projects for which an ICB charge is necessary may include, without limitation, the following: major environmental conditioning, major power plant upgrades, equipment rearrangements, major conduit and cable vault additions and asbestos removal.

7. Indemnification .

In addition to their other respective indemnification and liability obligations hereunder, the Parties shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

7.1 ONECOMM shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by ONECOMM or by any other party, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of ONECOMM's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) ONECOMM's failure to comply with any of the terms of this Agreement; or (iii) any act or omission of ONECOMM, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

7.2 Subject to any limitations of liability set forth in this Agreement, GTE shall be liable to ONECOMM only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to ONECOMM designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to

ONECOMM or its customers for any interruption of ONECOMM's service or for interference with the operation of ONECOMM's designated facilities arising in any manner out of ONECOMM's presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by GTE's willful misconduct. In no event shall GTE or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by ONECOMM or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by ONECOMM, even if GTE has been advised of the possibility of such loss or damage.

8. Insurance.

8.1 ONECOMM shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.

8.2 GTE shall be named as an Additional Insured and a Loss Payee on all applicable policies as specified following:

(a) Comprehensive general liability coverage on an occurrence basis in an amount of $2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of $4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.

(b) Umbrella/Excess Liability coverage in an amount of $10,000,000 excess of coverage specified in 1 above.

(c) All Risk Property coverage on a full replacement cost basis insuring all of ONECOMM's real and personal property located on or within GTE wire centers. ONECOMM may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.

(d) Statutory Workers Compensation coverage.

(e) Contractual Liability coverage.

(f) Automobile Liability coverage.

(g) Employers Liability coverage in an amount of $2,000,000.

8.3 All policies purchased by ONECOMM shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by GTE.

8.4 All insurance must be in effect on or before GTE authorizes access by ONECOMM employees or placement of ONECOMM equipment or facilities within GTE premises and such insurance shall remain in force as long as ONECOMM's facilities remain within any space governed by this Article. If ONECOMM fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from ONECOMM. Failure to make a timely reimbursement will result in disconnection of service.

8.5 ONECOMM shall submit certificates of insurance and copies of policies reflecting the coverage specified in (b) above with the fifty percent (50%) payment of the NRCs described in Section 4.1. Commencement of work by GTE will not begin until these are received.

8.6 ONECOMM shall arrange for ONECOMM's insurance company to provide GTE with thirty- (30) days' advance written notice of cancellation, non-renewal or termination.

8.7 ONECOMM must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed, shall hereafter agree to.

8.8 Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this Agreement.

9. Confidentiality.

In addition to its other confidentiality obligations hereunder, ONECOMM shall not use or disclose and shall hold in confidence all information of a competitive nature provided to ONECOMM by GTE in connection with collocation or known to ONECOMM as a result of ONECOMM's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of ONECOMM's equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by ONECOMM in connection with collocation or known to GTE as a result of the interconnection of ONECOMM's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and ONECOMM on a need to know basis only. Neither GTE nor ONECOMM shall be obligated to hold in confidence information that:

(a) Was already known to ONECOMM free of any obligation to keep such information confidential;

(b) Was or becomes publicly available by other than unauthorized disclosure; or

(c) Was rightfully obtained from a third party not obligated to hold such information in confidence.

To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

10. Casualty.

If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of ONECOMM, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to ONECOMM as soon as practicable but no later than one hundred eighty (180) days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this Areement. ONECOMM shall forthwith quit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty,

ONECOMM shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of ONECOMM's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with ONECOMM to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to ONECOMM detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against ONECOMM in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by ONECOMM which were because any period after such date shall be returned to ONECOMM.

11. Termination of Service.

11.1 Grounds for Termination. GTE's obligation to provide collocation is contingent upon ONECOMM's compliance with the terms and conditions of this Article IX and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of ONECOMM to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) days notice in the event ONECOMM: (a) is not in conformance with GTE standards and requirements; and/or (b) imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.

11.2 Effects of Termination. Upon the termination of collocation service, ONECOMM shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove ONECOMM's equipment if ONECOMM fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. ONECOMM will be charged the appropriate additional labor charge in Appendix G for the removal of such equipment. Upon removal by ONECOMM of all its equipment from the collocation space, ONECOMM will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Appendix G. Upon termination of collocation services, ONECOMM relinquishes all rights, title and ownership of cable to GTE.

12. Miscellaneous.

GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. ONECOMM does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that ONECOMM requires use of a GTE local exchange line, ONECOMM must order a business local exchange access line (B1). ONECOMM may not use GTE official lines.