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**GTE Service
Corporation**

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July 5, 2000

Mr. Martin Huelsmann
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, Kentucky 40601

RECEIVED

JUL 05 2000

PUBLIC SERVICE
COMMISSION

RE: Resale and Unbundling Agreement Between GTE South Incorporated and
USA Digital, Inc.

Dear Mr. Huelsmann:

Enclosed for joint filing by the parties with the Kentucky Public Service Commission (Commission) are six copies, of a Resale and Unbundling Agreement recently executed between GTE South Incorporated and USA Digital, Inc. Also enclosed is an electronic copy of the Agreement in Microsoft Word 97 format on a 3.5 floppy diskette.

This Agreement is being provided to the Commission for its review and approval.

Please bring this filing to the attention of the Commission, and if there are any questions, please contact me at your convenience.

Yours truly,

A handwritten signature in cursive script that reads "Larry D Callison".

Larry D. Callison

Enclosures

c: Mr. Ken Allen – USA Digital Inc.

251/252 AGREEMENT

BETWEEN

GTE SOUTH INCORPORATED

AND

USA DIGITAL, INC.

FOR THE STATE OF KENTUCKY

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251/252 AGREEMENT

This 251/252 Agreement (the "Agreement") is effective upon the date of execution by both Parties as contained on the signature page below ("Effective Date"). 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 USA Digital, Inc., in its capacity as a certified provider of local wireline telecommunication services ("USA Digital"), with its address for this Agreement at 100 West Lurcene, Suite 600, Orlando, FL 32801 (GTE and USA Digital being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Kentucky only (the "State").

RECITALS

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations upon GTE to negotiate in good faith in accordance with Section 252 of the Act, an agreement embodying the terms and conditions of the provision of certain telecommunications services and facilities to USA Digital and other terms and conditions that are legitimately related to, and constituting a part of, said arrangements; and

WHEREAS, pursuant to Section 252(a) of the Act, USA Digital issued a written request to GTE to enter into said negotiations; and

WHEREAS, the Parties completed good faith negotiations that led to the services and facilities arrangements, including all legitimately related terms and conditions, described herein.

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, and without waiving any reservation of rights set forth herein, GTE and USA Digital hereby covenant and agree as follows.

**ARTICLE I
SERVICES AND FACILITIES**

1. Definitions.

Except as otherwise specified herein, the definitions set forth in the Glossary that is attached hereto as Appendix A to Articles I and II shall apply to this Agreement. Additional definitions that are specific to the matters covered in a particular provision may appear in that provision. To the extent that there may be any conflict between a definition set forth on Appendix A and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision and the Article or Attachment in which such provision shall be included.

2. Service and Facility Arrangements.

2.1 Standard Alternatives.

GTE shall provide to USA Digital the services and/or facilities below pursuant to the designated service attachment (check all that apply):

Interconnection Attachment
 Resale Attachment
 UNE Attachment
 Collocation Attachment

This Agreement consists of the designated services and/or facilities Attachment(s), and with respect to each such Attachment, all terms and conditions set forth in Articles I and II. The terms and conditions in a given Attachment together with all such Article I and II terms and conditions are integrally and legitimately related, and shall govern the provision of the designated services and/or facilities by GTE to USA Digital.

2.2 Poles, Ducts, Conduits and Rights-of-Way.

To the extent required by the Act, GTE and USA Digital 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 USA Digital desire access to the other Party's poles, ducts, or ROWs, GTE and USA Digital shall adhere to the terms and conditions of the other Party's applicable tariffs and/or execute separate agreements. USA Digital 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. Should USA Digital attempt to make any such attachments to GTE's facilities or to use GTE's conduit without first entering into such separate agreements, as applicable, then such actions shall constitute a breach of this agreement.

2.3 Directory Listings and Directory Distribution.

2.3.1 Separate Agreement. Except as set forth below, USA Digital will be required to negotiate a separate agreement for directory listings and directory distribution, with GTE's directory publication company.

2.3.2 Supply of Listing Information. USA Digital 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 USA Digital'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.

2.3.3 Distribution. Upon directory publication, GTE will arrange for the initial and secondary distribution of the directory to USA Digital Customers in the directory coverage area at no charge. USA Digital will supply GTE in a timely manner with all required Customer mailing information including non-listed and non-published Customer mailing information, to enable GTE to perform its distribution responsibilities.

2.4 Directory Assistance (DA) Listing Information.

2.4.1 Definition. DA listing information includes the listed names, addresses and telephone numbers of GTE and authorized LEC Customers, except as otherwise provided herein. DA listing information provided shall indicate whether the Customer is a residence or business Customer. 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.

2.4.2 Availability. GTE will make available to USA Digital, at USA Digital's request, GTE end-user and authorized LEC DA listing information stored in GTE's DA database for the purposes of USA Digital providing DA service to its Customers. GTE shall provide to USA Digital, at USA Digital's request, DA listing information within sixty (60) Business Days after an order is received for a specific state. The DA listing information will be provided in GTE format via magnetic tape or National Data Mover (NDM) as specified by USA Digital. Updates to the DA listing information shall be provided on a daily basis through the same means used to transmit the initial load. USA Digital 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. The Parties will work together to identify and develop procedures for database error corrections.

2.4.3 Confidential Information. Such listings shall be confidential information pursuant to Article II, Section 4 and USA Digital will use the listings only for its DA services to its Customers. USA Digital 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 USA Digital's Affiliates, subsidiaries or partners, except with the express written permission of GTE. In those instances where USA Digital'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. If USA Digital uses a third-party DA service for its Customers, USA Digital will ensure that such third party likewise treats the listings as confidential information pursuant to Article II, Section 4, and uses them only for USA Digital end-user DA. GTE will include USA Digital'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 USA Digital 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 USA Digital does properly notify GTE that its DA listing information is restricted, GTE will so advise third parties requesting such information.

2.5 Dialing Format Changes.

GTE will provide reasonable notification to USA Digital of changes to local dialing format (i.e. 7-10 digit, by end office).

2.6 E911/911.

Except as provided herein, USA Digital will be required to negotiate a separate agreement or order separately pursuant to applicable GTE Tariffs.

3. Operations and Administrative Matters.

3.1 CLEC Profile.

Before orders can be taken, USA Digital must complete and return the CLEC Profile, and if required, pay an advance deposit. USA Digital will provide GTE with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the GTE Guide located on GTE's WISE website at URL: <http://www.gte.com/wise>. USA Digital hereby represents and warrants to GTE that it is a certified provider of telecommunications service or shall obtain that certification prior to placing any orders under this Agreement. USA Digital 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.

3.2 GTE Guide.

The GTE Guide is an Internet web site that contains GTE's operating practices and procedures; general information for pre-ordering, ordering, provisioning, repair and billing for resold services and unbundled network elements; and guidelines for obtaining interconnection with GTE's switched network. The Guide is intended to provide general guidelines and operational and administrative assistance to CLECs seeking to order services and facilities pursuant to this Agreement. Such guidelines and operating practices and procedures must be flexible to accommodate changes in the dynamic telecommunications industry, changes to promote increased effectiveness and efficiency, etc. Therefore, GTE reserves the right, upon prior advanced notice to USA Digital, to make changes to the Guide. In reserving its right to make changes to the Guide, it is not GTE's intention to discriminate against USA Digital's rights under this Agreement. If, in USA Digital's opinion, a particular change to the Guide materially and adversely discriminates against USA Digital's existing rights under this Agreement, USA Digital may so notify GTE. If the Parties cannot resolve USA Digital's concerns within a reasonable amount of time, USA Digital may invoke the Dispute Resolution provisions in Article II, Section 3 to resolve the matter.

3.3 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.

3.4 Capacity Planning and Forecasting.

Within thirty (30) calendar days from the Effective Date, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to the service and facilities Attachments described above in Section 2. GTE may delay processing USA Digital service orders should USA Digital not perform its obligations as

specified in this Section 3.4. Such responsibilities shall include but are not limited to the following:

- 3.4.1 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.
- 3.4.2 USA Digital will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 3.4.3 If this Agreement includes an Interconnection Attachment, the Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in that Attachment.
- 3.4.4 USA Digital 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.

The Parties' compliance with the requirements of this provision shall not constitute a waiver of any rights or obligation either Party may have under Applicable Law relative to the offering and provisioning of services and facilities.

3.5 Electronic Interfaces.

The Parties shall work cooperatively in the implementation of electronic gateway access to GTE Operational Support Systems (OSS) functions in the long-term in accordance with established industry standards. USA Digital should refer to the GTE Guide for the current OSS capabilities. The Parties agree that the Change Management Process (CMP) as defined on GTE's WISE website at URL: <http://www.gte.com/wise>, shall govern any change management principles applicable to changes in the OSS interfaces. USA Digital may submit a written request to GTE if USA Digital desires new or modified electronic interfaces exclusively to meet USA Digital's requirements. If such requested electronic interfaces are different from what is Currently Available, GTE may agree, at its sole discretion, to provide such electronic interfaces; provided, however, all costs and expenses associated with the new or modified electronic interfaces shall be paid by USA Digital. USA Digital shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE provided interfaces as described in the GTE Guide.

3.6 OSS Performance Measures.

- 3.6.1 General. 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. Performance measures detail the areas of performance to be tracked, reported and audited to evaluate quality of service. The performance measures and related data will be posted monthly on GTE's WISE website at URL: <http://www.gte.com/wise>.
- 3.6.2 Changes. Performance measures to measure quality of service are provisional and subject to continued evolution as driven by the industry and state commissions. When developed and implemented on GTE's WISE website, new or modified performance measures shall be made available to USA Digital and shall automatically modify and/or replace the existing performance measures GTE currently makes available to all CLECs.

- 3.6.3 Description. GTE's performance measures are made available on a nationwide basis to all qualifying CLECs. Such performance measures provide for standards to measure the quality of services and facilities offered by GTE within the following major categories:
- 3.6.3.1 Pre-ordering. Pre-ordering activities relate to the exchange of information between GTE and USA Digital 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 USA Digital to GTE. The pre-order measurement reports the timeliness with which pre-order inquiries are returned to USA Digital by GTE.
- 3.6.3.2 Ordering. Ordering activities include the exchange of information between GTE and USA Digital regarding requests for service. Ordering includes: (1) the submittal of the service request from USA Digital, (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 USA Digital service requests that automatically generate a service order in GTE's service order creation system.
- 3.6.3.3 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 USA Digital 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 USA Digital that installation is completed or has been delayed.
- 3.6.3.4 Maintenance. Maintenance involves the repair and restoration of Customer service. Maintenance functions include the exchange of information between GTE and USA Digital related to service repair requests, the processing of trouble ticket requests by GTE, actual service restoration 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 restoration process.
- 3.6.3.5 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 USA Digital. 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 USA Digital.

- 3.6.3.6 Billing. Billing involves the exchange of information necessary for USA Digital to bill its Customers, to process the end-user's claims and adjustments, to verify GTE's bill for services provided to USA Digital and to allow USA Digital to bill for access. Billing measures have been designed to gauge the quality, timeliness and overall effectiveness of GTE billing processes associated with USA Digital Customers.
- 3.6.3.7 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 USA Digital's request for collocation as well as how timely the collocation arrangement is provided.
- 3.6.3.8 Database 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.
- 3.6.3.9 Interfaces. GTE provides USA Digital with choices for access to OSS pre-ordering, ordering, maintenance and repair systems. Availability of the interfaces is fundamental to USA Digital being able to effectively do business with GTE. Additionally, in many instances, USA Digital personnel must work with the service personnel of GTE. Measurements in this category assess the availability to USA Digital of systems and personnel at GTE work centers.

3.7 Law Enforcement Interface.

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 agencies for installation and information retrieval pertaining to traps, traces, court orders and subpoenas. GTE reserves the right to charge for this service.

3.8 Customer Contacts.

Except as otherwise provided in this Agreement or as agreed to in a separate notification signed by USA Digital, USA Digital shall provide the exclusive interface with USA Digital's customers in connection with the marketing or offering of USA Digital services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to (1) interface on behalf of USA Digital directly with USA Digital's current customers, or (2) interface directly with "pending" USA Digital customers for the purpose of effectuating a USA Digital order for change of service, such personnel shall not identify themselves as representing GTE. For purposes of this section, a "pending" USA Digital customer means any GTE customer for whom USA Digital has submitted a valid change in service order, but for whom the change in service has yet to be completed. In both such instances, all forms, business cards or other business materials furnished by GTE to USA Digital's current or pending customers shall be generic in nature. In no event shall GTE personnel acting on behalf of USA Digital pursuant to this Agreement provide information to USA Digital customers about GTE products or services unless otherwise authorized by USA Digital.

Nothing in this Section 3.8 shall preclude GTE from contacting USA Digital's current or pending customers in the normal course of GTE's marketing and sales activities; provided, however, that those GTE wholesale market personnel responsible for

processing requests for customer service records, change in service orders, or other requests by USA Digital shall not share any CPNI with GTE's retail sales and marketing personnel in violation of the law or, to the extent required under applicable law, without USA Digital's consent.

3.9 Standard Practices.

The Parties acknowledge that GTE has already implemented, and shall be establishing or adopting, some industry standard practices and/or its own standard practices, that are not otherwise specified in this Agreement, to implement the various requirements of its obligations hereunder. Such standard practices are defined as practices that are generally applicable to the CLEC industry as a whole and are not specific to USA Digital. Such practices will be administered on a nondiscriminatory basis. USA Digital agrees that GTE may implement such industry standard practices to satisfy any GTE obligations under this Agreement.

4. Financial Matters.

4.1 Rates.

4.1.1 Rate Lists. Except as otherwise provided herein, the rate and charge list for a given facility or service ordered hereunder shall be set forth as an Appendix to the facility or service Attachment.

4.1.2 General Terms and Conditions Affecting Rates. Certain rates and charges specified in this Agreement were taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications of the South Central States, Inc. (Arbitrated Agreement), which was approved by the Commission's Order dated July 30, 1999 (Arbitration Order) in Docket No. 96-478. These certain rates and charges were imposed by the Commission on GTE as part of the Arbitrated Agreement (Arbitrated Rates) and are indicated as Arbitrated Rates on the appropriate services appendix next to the GTE rates and charges (GTE Rates).

The Parties each agree and acknowledge that they have mutually agreed to incorporate Arbitrated Rates into this Agreement because the Commission has already issued its decision approving the Arbitrated Rates in the Arbitration Order, and USA Digital has represented that it would request the same rates and charges in an arbitration before the Commission. Therefore, for the purposes of compromise and administrative ease, and in order to temporarily resolve issues regarding rates and charges without recourse to formal and expensive arbitration pursuant to Section 252 of the Act, GTE agrees to offer to USA Digital the Arbitrated Rates in this Agreement on an interim basis, subject to the following express agreements, conditions, limitations and reservation of rights.

4.1.2.1 By agreeing to incorporate the Arbitrated Rates into this Agreement, GTE offers the Arbitrated Rates herein solely for the reasons specified above. GTE does not waive, and hereby expressly reserves, its rights to assert or continue to assert that: (a) certain of the Arbitrated Rates are unlawful, illegal and improper, including, without limitation, the positions stated in any pending or future GTE court challenge regarding certain of the Arbitrated Rates; (b) the Arbitrated Rates do not afford GTE the opportunity to recover its actual costs, as mandated by the Act and applicable law; (c) the Arbitrated Rates should not become effective until such time as the Commission has established an explicit, specific, predictable, sufficient and competitively neutral universal service

mechanism that provides GTE the opportunity to recover its actual costs; and (d) certain provisions of the FCC's First, Second and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules (collectively, the "FCC Orders") are unlawful, illegal and improper. GTE further expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Rates or any permanent rates or charges established in any generic rate proceeding or any other proceeding, in any court or commission of competent jurisdiction or other available forum.

4.1.2.2 GTE and USA Digital agree that if the Arbitrated Rates and/or GTE Rates are adjusted or otherwise modified, in whole or in part, by the Commission in any generic rate proceeding or any other proceeding, then the Arbitrated Rates incorporated into this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable Order. Such adjusted or modified rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as the applicable Order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the Effective Date of this Agreement. The Parties will true-up any resulting over or under billing. Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, N.A. in effect at the date of said final, binding and non-appealable Order. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) Business Days after the date on which such Order becomes final, binding and non-appealable. The Parties agree that the provisions of this Section 4.1.2.2 shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time, and that, in the event the Commission establishes permanent rates and charges in any generic rate proceeding or such other proceeding after this Agreement terminates or expires, nothing contained herein shall prohibit a true-up of the affected rates and charges retroactive to the Effective Date of this Agreement as contemplated by this Section 4.1.2.2. USA Digital acknowledges that GTE may seek to enforce the provisions in this Section 4.1.2.2 before a commission or court of competent jurisdiction.

4.1.2.3 GTE and USA Digital further agree that the Arbitrated Rates and any subsequent permanent rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address, without limitation, the following: (1) GTE's unrecovered costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim universal service support charge)); (2) the establishment of a competitively neutral universal service system; (3) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC Order in effect as of the Effective Date, or during the term, of this Agreement which impact the Arbitrated Rates or any subsequent permanent rates and charges, including, without limitation, the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals (See Docket No. 96-321) and any appeal of the FCC's new UNE rules; or (4) any other relevant appeal or litigation. The Parties agree that if the Arbitrated Rates or any subsequent permanent rates or charges are deemed to be unlawful or otherwise modified pursuant to such an order

or decision, or are otherwise stayed, enjoined or impacted, or the methodology from which they were derived is held to be unlawful or otherwise invalid, in whole or in part, by such an order or decision, then this Agreement shall be deemed to have been automatically amended, by modification of rates or charges, or, as appropriate, by the substitution of the GTE Rates for such rates and charges, and such amendments shall be effective upon the date of the applicable Order. Such modified or substituted rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable Order in the subject proceeding. At such time as the applicable Order becomes final, binding and non-appealable, the modified or substituted rates and charges established therein shall be applied retroactively to the Effective Date of this Agreement. The Parties will true-up any resulting over or under billing. Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, N.A. in effect at the date of said final, binding and non-appealable Order. Any underpayment shall be paid, and any overpayment shall be refunded within forty-five (45) Business Days after the date on which such Order becomes final, binding and non-appealable. The Parties agree that the provisions of this Section 4.1.2.3 shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. USA Digital acknowledges that GTE may seek to enforce the provisions in this Section 4.1.2.3 before a commission or court of competent jurisdiction.

4.1.3 TBD Prices. Numerous provisions in this Agreement refer to pricing principles. If a provision references prices and there are no corresponding prices, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to USA Digital 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, a 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 service for which there is an established price.

4.2 Cost Recovery.

In performing under this Agreement GTE may be required to make expenditures or otherwise incur costs that are not otherwise identified for reimbursement under this Agreement. In such event GTE is entitled to reimbursement from USA Digital for all such costs incurred reasonably, provided, however, USA Digital shall only be responsible for those costs directly attributable to USA Digital. Before incurring any such costs, GTE will provide a statement of such costs and USA Digital will have an opportunity to review and approve or disapprove any such expenditure. 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.

4.3 Billing and Payment.

4.3.1 General. Payment for all facilities and services provided hereunder is due thirty (30) calendar days from the bill date. Neither Party will bill the other Party for previously unbilled charges incurred more than one (1) year prior to the current billing date. If any undisputed amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party shall calculate and assess, and the billed Party agrees to pay, at the billing Party's

option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable state access tariffs, the state retail tariff, or federal 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.

- 4.3.2 Security. Upon request by GTE, USA Digital shall, at any time and from time to time, provide GTE adequate assurance of payment of amounts due (or to become due) to GTE hereunder. Assurance of payment of charges may be requested by GTE if USA Digital (a) in GTE's reasonable judgement, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to USA Digital by GTE, (c) in GTE's reasonable judgement, at the Effective Date or at any time thereafter, does not have established credit with GTE or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at GTE's request, consist of (i) a cash security deposit in U.S. dollars held in an account by GTE or (ii) an unconditional, irrevocable standby letter of credit naming GTE as the beneficiary thereof and that is otherwise in form and substance satisfactory to GTE from a financial institution acceptable to GTE, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by GTE, for the services, facilities or arrangements to be provided by GTE to USA Digital in connection with this Agreement. To the extent that GTE opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable GTE Tariff or by Applicable Law, interest will be paid on any such deposit held by GTE at the higher of the stated interest rate in such Tariff or in the provisions of the Applicable Law. GTE may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to USA Digital in respect of any amounts billed hereunder that are not paid within thirty (30) calendar days of the date of the applicable statement of charges prepared by GTE. The fact that a security deposit or a letter of credit is requested by GTE hereunder shall in no way relieve USA Digital from compliance with GTE's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to GTE for the services, facilities or arrangements rendered.
- 4.3.3 Billing Disputes. If the billed Party disputes a billing statement issued by the billing Party, the billed Party (the "Non-Paying Party") shall notify the billing Party in writing regarding the specific nature and basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party as specified in Section 4.3.1. The Parties shall diligently work toward resolution of all billing issues. If a dispute arises from this process, either Party may invoke the Dispute Resolution provision described in Article II, Section 3 of this Agreement to resolve the dispute.
- 4.3.4 Information Requirements/Audits. 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), USA Digital and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement. 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.

4.3.5 Impact of Payment of Charges on Service. USA Digital is solely responsible for the payment of all charges for all services and facilities furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its Customers' service locations. If USA Digital fails to pay when due any and all charges billed to USA Digital 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 USA Digital may withhold payment, GTE shall notify USA Digital in writing that it must pay all unpaid charges to GTE. If USA Digital disputes the billed charges, it shall, within seven (7) Business Days, 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 USA Digital and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either USA Digital or GTE may file a request for arbitration under General Provisions of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if USA Digital owes payment it shall make such payment to GTE with any late payment charge from the original payment due date. If USA Digital owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. GTE may discontinue service to USA Digital upon failure to pay undisputed charges as provided in this Section and shall have no liability to USA Digital or USA Digital's Customers in the event of such disconnection. If USA Digital fails to provide such notification or any of USA Digital's Customers fail to select a new provider of services within the applicable time period, GTE may provide local exchange services to USA Digital's Customers under GTE's applicable Customer tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to USA Digital's Customer, but will be assessed to USA Digital.

4.4 Taxes.

4.4.1 With respect to any purchase of service under this Agreement, if any federal, state or local government tax, fee, surcharge, or other tax-like charge excluding any tax levied on property or income (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) pursuant to Section 4.3.1, the purchasing Party will remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable governmental authority as required by law.

- 4.4.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is no responsible for the Tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 4.4.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 4.4.4 If applicable law does exclude or exempt a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 4.4.2, will not bill or collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 4.4.7.
- 4.4.5 If applicable law does not exclude or exempt a purchase of services under this Agreement from a Tax, and does not also provide an exemption procedure, then the providing Party will not bill or collect such tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 4.4.6 With respect to any Tax or Tax controversy covered by this Section 4.4 , the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest.
- 4.4.7 All exemption certificates or other communications required or permitted to be given by USA Digital to GTE under this Section 4.4, will be made in writing and will be delivered to GTE's Account Manager for USA Digital.

5. Term and Termination.

5.1 Effective Date.

This Agreement will be effective upon the Effective Date set forth at the beginning of this 251/252 Agreement. Subject to the Parties reservation of rights described in Article II, Section 1.4, any modifications to this Agreement required as a result of the Commission review and approval process will be deemed to be effective as of the Effective Date. The Parties agree LSR orders for resold services, INP services, and unbundled network elements will not be submitted or accepted within the first ten (10) Business Days after the Effective Date. In addition, notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

5.2 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 July 20, 2002 ("Termination Date").

5.3 Renegotiation.

If either Party seeks to renegotiate, extend or amend this Agreement, it must provide written notice thereof to the other Party no later than nine (9) months prior to the Termination Date. Any such request shall be deemed by both Parties to be a good faith request for negotiations pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If either Party makes such request, this Agreement may remain in effect for a period not to exceed three (3) months following the Termination Date, for the purpose of incorporating into the new agreement any arbitration decision or related order issued within three (3) months prior to the end of such nine (9) month period.

5.4 Termination Upon Default or Abandonment.

Either Party may terminate this Agreement prior to the Termination Date 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:

5.4.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

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

In addition, this Agreement shall be null and void if USA Digital has not placed an order for a service or facility hereunder by one year following Effective Date.

5.5 Termination Upon Sale.

Notwithstanding anything to the contrary contained in this Agreement, 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.

5.6 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.

5.7 252(i) Adoptions.

USA Digital shall have the right to adopt any publicly filed agreement, or any interconnection, resale, collocation or network element arrangement contained therein, to which GTE is a Party and that has been approved by the Commission for the State pursuant to section 252 of the 1996 Act subsequent to the approval of this Agreement. This right shall be exercised in accordance with, and subject to, the requirements of 47 U.S.C. §252(i) and applicable rules and regulations, including without limitation, the following: (a) USA Digital must adopt all of the terms and conditions "legitimately related" to, and thus constituting part of, the requested interconnection, resale, collocation or network element arrangement; (b) GTE shall not be required to provide a given arrangement or agreement to the USA Digital if it is either (i) more costly than providing it to the original carrier, or (ii) technically infeasible; (c) to the extent inconsistent with such adopted arrangement or agreement, this Agreement shall be superseded by the adopted arrangement or agreement; and (d) the parties shall document said adoption in writing and make an appropriate filing with the Commission pursuant to applicable procedures.

**ARTICLE II
GENERAL PROVISIONS**

1. Regulatory/Legal Matters.

1.1 Regulatory Approvals.

This Agreement will be submitted to the Commission for approval. Each Party shall be responsible for obtaining and keeping in effect all FCC, 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 sixty (60) days of execution of this Agreement, any contract signatures will no longer be effective.

1.2 Applicable Law/Changes in Law.

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. The terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time this Agreement was produced, and shall be subject to any and all applicable statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings that subsequently may be prescribed by any federal, state or local governmental authority having appropriate jurisdiction. Except as otherwise expressly provided herein, such subsequently prescribed statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings will be deemed to automatically supersede any conflicting terms and conditions of this Agreement. In addition, subject to the requirements and limitations set forth in Section 1.3, to the extent required or reasonably necessary, the Parties shall modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such statute, regulation, rule, ordinance, judicial decision or administrative ruling.

1.3 Severability/Unenforceable Terms.

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 reasonable opinion of either Party, in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency of competent jurisdiction, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may, subject to its obligations under applicable law, terminate this Agreement without penalty or liability upon written notice to the other Party.

1.4 Reservation of Rights.

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, without limitation, matters related to GTE's cost recovery set forth in this Agreement. Moreover, except as expressly provided herein, neither Party waives any right with respect to any position it may take in the future with respect to the establishment of rates, terms and conditions related to the subject matter of this Agreement which may become effective subsequent to the termination of this Agreement. By executing this Agreement, GTE does not waive, and hereby expressly reserves, its rights to continue to assert that: (a) the rates and charges in this Agreement should not become effective until such time

as the Commission has established an explicit, specific, predictable, sufficient and competitively neutral universal service mechanism that provides GTE the opportunity to recover its actual costs; and (b) certain provisions of the FCC's First Report and Order in FCC Docket No. 96-98 and other FCC orders or rules (collectively, the "FCC Orders") in effect as of the Effective Date or during the term of this Agreement are unlawful, illegal and improper. GTE and USA Digital further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC Orders, and thus, except as provided herein, shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify any such FCC Orders. USA Digital acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. This Section 1.4 shall survive the termination, expiration, modification or rescission of this Agreement without limit as to time, regardless of the date of said action

1.5 Tariff Offerings.

Some of the services and facilities to be provided to USA Digital by GTE in satisfaction of this Agreement may be provided, in whole or part, pursuant to existing GTE tariffs. GTE shall have the right to modify its tariffs subsequent to the Effective Date of this Agreement, and upon written notice to USA Digital, such modifications shall automatically apply to such services and facilities. The Parties shall cooperate with one another for the purpose of incorporating such modifications into this Agreement to the extent reasonably necessary or appropriate. Notwithstanding the foregoing, except as otherwise specifically provided herein: (a) GTE shall not have the right to file tariffs for services and facilities that supersede the terms and conditions of this Agreement if the services and/or facilities were not previously provided pursuant to tariff hereunder; unless otherwise ordered by the Commission (pursuant to Applicable Law and not at the request of either Party) and (b) the Parties shall have the right to modify the terms of such GTE tariffs as applied to this Agreement, as reasonably necessary or appropriate to fulfill their obligations under the Act or applicable rules and regulations in connection with the implementation of this Agreement. This section shall apply only to USA Digital and shall not be construed as applying to any non-parties.

1.6 Certificate of Operating Authority.

When ordering any service or facility hereunder, USA Digital hereby represents and warrants to GTE that it is a certified provider of local dial-tone service. USA Digital will provide a copy of its Certificate of Operating Authority or other evidence of its status to GTE upon request.

2. Liability Matters.

2.1 Indemnification.

2.1.1 General Requirement. Subject to the limitations set forth in Section 2.7, each Party (the "Indemnifying Party") shall release, defend, indemnify and save harmless the other Party, its directors, officers, employees, servants, agents, Affiliates, subsidiaries and parent, and any third-party provider or operator of facilities involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Party"), from and against any and all suits, claims, obligations, liabilities, damages, demands, losses, expenses, causes of action and costs, deficiencies, taxes, interest on taxes, or penalties, court costs and reasonable attorneys' fees, injuries, damage, destruction, loss or death to property or persons (including payments made under workers' compensation law or under any plan for employees' disability and death benefits) and actual or

alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, suffered, made, instituted, or asserted by the Indemnified Party or any other party or person, including, without limitation, the Indemnified Party's Customers (collectively, the "Indemnification Claims") which are proximately caused by:

- 2.1.1.1 any breach or nonfulfillment of any representation, covenant, term, condition or agreement on the part of the Indemnifying Party under this Agreement;
- 2.1.1.2 the negligence or willful misconduct of the Indemnifying Party or any of its directors, officers, employees, servants, agents, Affiliates, subsidiaries and parent, regardless of the form of action;
- 2.1.1.3 the installation, maintenance, repair, replacement, presence, engineering, use or removal of the Indemnifying Party's collocation equipment, in GTE's central office(s), wire center(s) or access tandem(s);
- 2.1.1.4 the violation or alleged violation by the Indemnifying Party or any of its directors, officers, employees, servants, agents, Affiliates, subsidiaries and parent of any federal, state, or local law, regulation, permit, or agency requirement; or
- 2.1.1.5 the presence or alleged presence of contamination arising out of the Indemnifying Party's acts or omissions concerning its operations at a GTE Facility.

To the extent the Indemnified Party pays for an indemnifiable loss, cost or expense, or otherwise incurs pecuniary obligations, in satisfaction of, or arising out of or related to any Indemnification Claim, the Indemnifying Party shall also be liable to the Indemnified Party for interest on such payments at the prime rate of the Bank of America, N.A. from the date that the Indemnified Party makes such payments. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

2.1.2 Notice and Claim Procedure.

- 2.1.2.1 General Requirements. The Indemnified Party: (i) shall give the Indemnifying Party notice (which shall include all facts known to the Indemnified Party giving rise to such right and an estimate of the amount thereof) of the Indemnification Claim and any Third Party Claim (as hereinafter defined) relating to such right promptly after receipt or becoming aware thereof; (ii) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Third Party Claim; (iii) shall not consent to any settlement or compromise of the Third Party Claim without the written consent of the Indemnifying Party (which consent, unless the Indemnifying Party has elected to assume the exclusive defense of such Claim, shall not be unreasonably withheld or delayed); (iv) shall permit the Indemnifying Party, if it so elects, to assume the defense of such Third Party Claim (including, except as provided below, the compromise or settlement thereof) at its own cost and expense, *provided, however*, that in such event the Indemnified Party shall have the right to approve the Indemnifying Party's choice of legal counsel, which approval shall not be unreasonably withheld; and (v) shall cooperate in every reasonable

way to facilitate defense or settlement of claims. For the purposes of this Agreement, "Third Party Claim" shall mean any Indemnification Claim by any third party.

2.1.2.2 Consultation and Consent. If the Indemnified Party (i) fails to notify or to consult with the Indemnifying Party with respect to any Third Party Claim in accordance with subparagraph (a)(i) or (a)(ii) above (which failure shall have a material and adverse effect upon the Indemnifying Party); or (ii) consents to the settlement or compromise of any Third Party Claim without having received the written consent of the Indemnifying Party (unless, if the Indemnifying Party has not elected to assume the defense of such Claim, the consent of the Indemnifying Party is unreasonably withheld or delayed), then the Indemnifying Party shall be relieved of its indemnification obligation with respect to such Third Party Claim under this Agreement.

2.1.2.3 Defense of Claim. If the Indemnifying Party elects to assume the defense of any Third Party Claim pursuant to this Agreement, it shall notify the Indemnified Party in writing of such election. The Indemnifying Party shall not compromise or settle any such Third Party Claim without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed).

2.1.3 Intellectual Property Exception. 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.

2.2 Environmental Responsibility.

2.2.1 General Requirements. USA Digital shall:

2.2.1.1 comply with all laws regarding the handling, use, transport, storage, and disposal of, and be responsible for all hazards created by and damages or injuries caused by, any materials brought to or used at the GTE Facility by USA Digital;

2.2.1.2 ensure all activities conducted by USA Digital at the GTE 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;

2.2.1.3 cause its invitees, agents, employees, and contractors 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;

2.2.1.4 ensure that no substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a GTE Facility;

- 2.2.1.5 demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the GTE Facility;
- 2.2.1.6 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, when conducting operations in any GTE manhole or vault area;
- 2.2.1.7 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, including, without limitation, 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;
- 2.2.1.8 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 USA Digital with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, re-remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements;
- 2.2.1.9 ensure that activities impacting safety or the environment of a Right of Way (ROW) are harmonized with the specific agreement and the relationship between GTE and the land owner; and
- 2.2.1.10 comply with any limitations associated with a ROW, including limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

GTE shall not be responsible for any costs incurred by USA Digital in meeting its obligations under this Section.

- 2.2.2 Required Notices. GTE and USA Digital shall provide to each other specific notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the GTE Facility and 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. If USA Digital discovers Third Party Contamination at a GTE Facility, USA Digital will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude USA Digital from complying with an applicable reporting requirement. GTE and USA Digital 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 USA Digital shall develop a cost sharing procedure.
- 2.2.3 Use of GTE Permits. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to USA Digital after a complete and proper request by USA Digital 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, USA Digital 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.

2.2.4 No Warranty. The Parties acknowledge and agree that: (a) nothing in this Agreement or in any of GTE's practices/procedures constitutes a warranty or representation by GTE that USA Digital's use of GTE's permits, approvals, or identification numbers or compliance with GTE's practices/procedures, this Agreement or GTE's directions or recommendations, will achieve compliance with any applicable law; and (b) such compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.

2.3 Insurance.

2.3.1 Coverage Limits. USA Digital shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.

2.3.1.1 Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.

2.3.1.2 Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (a) above.

2.3.1.3 All Risk Property coverage on a full replacement cost basis insuring all of USA Digital's real and personal property located on or within GTE wire centers. USA Digital 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.

2.3.1.4 Statutory Workers Compensation coverage.

2.3.1.5 Employers Liability coverage in an amount of \$500,000 each accident.

2.3.1.6 Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

Notwithstanding anything herein to the contrary, the coverage requirements described in Sections 2.3.1.3 – 2.3.1.6 above shall only be required if USA Digital orders collocation services pursuant to a Collocation Attachment. The minimum amounts of insurance required in this section, may be satisfied by USA Digital purchasing primary coverage in the amounts specified or by USA Digital buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at USA Digital's option, so long as the total amount of insurance meets GTE's minimum requirements. The limits of the insurance policies obtained by USA Digital as required above shall in no way limit USA Digital's liability to GTE should USA Digital be liable to GTE under the terms of this Agreement or otherwise.

- 2.3.2 Deductibles. Any deductibles, self-insured retentions (SIR), loss limits, retentions, etc. (collectively, "Retentions") must be disclosed on a certificate of insurance provided to GTE, and GTE reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of the USA Digital.
- 2.3.3 Additional Insureds. GTE and its affiliates (which includes any corporation controlled by, controlling or in common control with GTE Corporation) their respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by USA Digital. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that GTE has secured to protect itself. All of the insurance afforded by the USA Digital shall be primary in all respects, including USA Digital's Umbrella/Excess Liability insurance. GTE's insurance coverage shall be excess over any indemnification and insurance afforded by USA Digital and required hereby.
- 2.3.4 Waiver of Subrogation Rights. USA Digital waives and will require all of its insurers to waive all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.
- 2.3.5 Evidence of Insurance. All insurance must be in effect on or before GTE authorizes access by USA Digital employees or placement of USA Digital equipment or facilities within GTE premises and such insurance shall remain in force as long as USA Digital's facilities remain within any space governed by this Agreement. If USA Digital fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from USA Digital. Failure to make a timely reimbursement will result in disconnection of service. USA Digital agrees to submit to GTE a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth hereinabove are in effect, and that GTE will receive at least thirty (30) calendar days notice of policy cancellation, expiration or non-renewal. At least thirty (30) days prior to the expiration of the policy, GTE must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At GTE's request, USA Digital shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that GTE has been named as an additional insured, prior to commencement of any service. In no event shall permitting USA Digital access be construed as a waiver of the right of GTE to assert a claim against USA Digital for breach of the obligations established in this section.
- 2.3.6 Compliance Requirements. USA Digital shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming GTE (including GTE Corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, USA Digital shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At GTE's request, USA Digital shall supply to GTE copies of such certificates of

insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. USA Digital must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed to or shall hereafter agree to.

2.4 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of USA Digital connected with the services, facilities or equipment of GTE pursuant to this Agreement shall not interfere with or impair service over any facilities of GTE, 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 GTE's facilities or create hazards to the employees of GTE or to the public (each hereinafter referred to as an "Impairment of Service"). If USA Digital causes an Impairment in Service, GTE shall promptly notify USA Digital 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. GTE and USA Digital agree to work together to attempt to promptly resolve the Impairment of Service. If the USA Digital is unable to promptly remedy the Impairment of Service, then GTE may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

2.5 Fraud.

USA Digital assumes responsibility for all fraud associated with its Customers and accounts. GTE shall bear no responsibility for, nor is it required to investigate or make adjustments to USA Digital's account in cases of fraud.

2.6 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, 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.

2.7 Limitation of Liability.

Each Party's liability under this agreement to the other Party, whether direct or otherwise arising out of the duty to indemnify against a third-party under this Section 2, all whether in contract, tort or otherwise, shall be limited to direct damages, and except with respect to Indemnification Claims relating to personal injury, environmental, fraud or collocation matters, said liability shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, 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, consequential, special, punitive or exemplary damages, including, but not limited to, interruption of service or designated facilities, economic loss or lost business, revenues or profits, loss of AC or DC power, HVAC interruptions, 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, even if the Party has been advised of the possibility

of the same. 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.

2.8 Inapplicability of Tariff Liability.

GTE's general liability, as described in the GTE retail tariff, does not extend to USA Digital's customers or any other third party. Liability of GTE to USA Digital resulting from any and all causes arising out of services and facilities 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 USA Digital and shall not be liable for the integration of components combined by USA Digital.

2.9 USA Digital Tariffs or Contracts.

USA Digital shall, in its tariffs or other contracts for services provided to its customers using services obtained from GTE, provide that in no case shall GTE be liable to USA Digital's customers 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 USA Digital of the possibility of such damages and USA Digital 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 USA Digital's customers.

2.10 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 customers to USA Digital for any ongoing USA Digital service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, USA Digital 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 USA Digital's customers or employees. For purposes of this Section 2 mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.

2.11 Unlawful Use of Service.

Services provided by GTE pursuant to this Agreement shall not be used by USA Digital or its customers for any purpose in violation of law. USA Digital, and not GTE, shall be responsible to ensure that USA Digital and its customers' use of services provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to USA Digital or disconnect particular services provided under this Agreement to USA Digital or, as appropriate, USA Digital's customer 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 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 USA Digital, 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 USA Digital and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.

3. Dispute Resolution.

3.1 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, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:

3.1.1 An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;

3.1.2 A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of Article II, Section 1; and

3.1.3 A suit to compel compliance with this dispute resolution process.

Any such actions, disputes, controversies or claims may be pursued by either Party before any court, commission or agency of competent jurisdiction.

3.2 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 or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.

3.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted by either Party or both Parties (with a copy provided to the other Party) 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 shall be deemed final, binding and nonappealable and may be entered in any court having jurisdiction.

3.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 3.2 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).

3.5 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.

3.6 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 I, Section 4.3 of this Agreement.

4. Confidential Information.

4.1 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, the following shall be deemed Confidential Information for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary: (a) preorders and all orders for services or UNEs placed by USA Digital pursuant to this Agreement, and information that would constitute Customer proprietary network information of USA Digital end-user Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to USA Digital Customers, whether disclosed by USA Digital to GTE or otherwise acquired by GTE in the course of its performance under this Agreement; and (b) all information of a competitive nature provided to a Party in connection with collocation or known to the

Party as a result of access to GTE's wire center(s), central office(s) or access tandem(s) or as a result of the interconnection of USA Digital's equipment to GTE's facilities.

4.2 Handling.

In order to protect Confidential Information from improper disclosure, each Party shall not use or disclose and shall hold in confidence Confidential Information and hereby agrees:

- 4.2.1 That all Confidential Information shall be and shall remain the exclusive property of the source;
- 4.2.2 To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- 4.2.3 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;
- 4.2.4 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;
- 4.2.5 Upon the source's request, to return or destroy promptly any copies of such Confidential Information at its request; and
- 4.2.6 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.

4.3 Exceptions.

These obligations shall not apply to any Confidential Information that: (a) was legally in the recipient's possession prior to receipt from the source; (b) was received in good faith from a third party not subject to a confidential obligation to the source; (c) now is or later becomes publicly known through no breach of confidential obligation by the recipient; (d) was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source; (e) or 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. GTE reserves the right to provide to any information service provider a list of any and all telecommunications providers doing business with GTE. Nothing in this Section 4 is intended to expand or limit the Parties' rights and obligations under Section 222 of the Act.

4.4 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.

5. Miscellaneous.

5.1 Binding Effect.

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

5.2 Consent.

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

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 Headings.

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

5.8 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.

5.9 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.

5.10 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.

5.11 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. 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, *provided, however*, that any such notice shall be confirmed via personal delivery, regular U.S. Mail or certified mail/courier service. 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 USA Digital:

USA Digital, Inc.
Attention: Mr. Ken Allen
100 West Lurcene, Suite 600
Orlando, FL 32801
Telephone number: 407/402-5442
Internet Address: ken@USA-Digital.com

5.12 Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, 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 USA Digital.

5.13 Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement. All references to sections, exhibits, attachments, appendices, etc. shall be deemed to be references to sections, exhibits, attachments, appendices, etc. of this Agreement, as amended or superseded from time to time, unless the context shall otherwise require. Each Party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable tariff or any schedule, exhibit or appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. The fact that a condition, right, obligation, or other terms appears in this Agreement, but not in any such applicable tariff or any such schedule, exhibit or appendix hereto, shall not alone be interpreted as, or alone be deemed grounds for finding, a conflict.

5.14 Section References.

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

5.15 Attachments.

All attachments, appendices, exhibits and schedules attached hereto are deemed to be an integral part of this Agreement, and all references to the term Agreement herein shall be deemed to include such attachments, appendices, exhibits and schedules.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

5.20 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.

5.21 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 USA Digital has not relied on GTE counsel, pursuant to this Agreement.

5.22 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.

(THIS PAGE IS INTENTIONALLY LEFT BLANK—RESERVED FOR FUTURE USE)

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement effective on the Effective Date described above.

GTE SOUTH INCORPORATED

USA DIGITAL, INC.

By Connie Nicholas

By [Signature]

Name Connie Nicholas

Name Kenneth D. Allen

Title Assistant Vice President
Wholesale Markets-Interconnection

Title VP Operations

Date June 27, 2000

Date 6-21-00

APPROVED BY	
LEGAL DEPT.	
<u>[Signature]</u>	<u>6/21/00</u>
ATTORNEY	DATE

APPENDIX A TO ARTICLES I & II GLOSSARY

911 Service

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

Access Service Request (ASR)

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.

Act

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized rules and regulations of the FCC or the Commission.

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. For purposes of this paragraph, the term "own" means an equity interest (or the equivalent thereof) of more than ten percent.

Answer Supervision

An off-hook supervisory signal.

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, and are applicable to each Party's performance of its obligations hereunder.

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).

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.

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.

Automatic Number Identification (ANI)

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

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).

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.

Bona Fide Request (BFR)

A process for USA Digital to request certain services, features, capabilities or functionality, associated with unbundled network elements, that are not currently offered in the Agreement.

Business Day

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

Central Office Switch

A switch used to provide telecommunications services including but not limited to (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).

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.

CLLI Codes

Common Language Location Identifier Codes.

Commission

Kentucky Public Service Commission.

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.

Competitive Local Exchange Carrier (CLEC)

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

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.

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.

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.

Customer

A third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties, or by another Telecommunications Service provider, and does not resell it to others.

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.

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.

Disconnect Supervision

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

DS-1 or Digital Signal Level

A service transmitted at digital signal rate of 1.544 Mbps in the first level signal of the time-division multiplex hierarchy.

DS-3 or Digital Signal Level 3

A service transmitted at digital signal rate of 44.736 Mbps, in the third-level signal of the time-division multiplex hierarchy.

Electronic File Transfer

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

End Office Switches

Switches that are Class 5 switches from which end-user Exchange Services are directly connected and offered.

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.

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-911 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.

Exchange Message Interface (EMI)

Standard used for the interexchange of telecommunications message information between exchange carriers and interexchange carriers for billable, nonbillable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. GMI format is contained in document SR-320 published by the Alliance for Telcom Industry Solutions.

Exchange Access

The offering of access to telephone exchange services or facilities for the purpose of the origination or termination of the telephone toll services.

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.

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 II, Section 2.2.

FCC

The Federal Communications Commission, or any successory agency of the United States government; provided such succession has assumed such duties and responsibilities of the former FCC.

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 II, Section 2.2).

GTE Guide

The GTE internet web site which contains GTE's operating practices and procedures and general information for pre-ordering, ordering, provisioning, repair and billing for resold services and unbundled elements and guidelines for obtaining interconnection with GTE's switched network.

GTOC

GTE Telephone Operating Company.

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.

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.

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.

Interconnection Facility

See "Internetwork Facilities".

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.

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 InterLATA and/or IntraLATA long distance communications services within the State.

Internet Traffic

Traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

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.

InterLATA

Telecommunications services between a point located in a local access and transport area and a point located outside such areas.

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.

IntraLATA

Telecommunications services that originate and terminate at a point within the same local access and transport area.

ISDN User Part (ISUP)

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

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.

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.

Local Access and Transport Area (LATA)

A contiguous geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA. Established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than one

metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree dated August 24, 1982; or established or modified by a Bell operating company after such date of enactment and approved by the FCC.

Local Exchange Carrier (LEC)

Any person that is engaged in the provision of telephone Exchange Service or Exchange Access.

Exchange Routing Guide (LERG)

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

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.

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 Network Elements for the purposes of competitive local services.

Local Traffic

For purposes of compensation between the Parties, Local Traffic is GTE Traffic that terminates to USA Digital and USA Digital traffic that terminates to GTE, that is 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, i.e. Extended Area Service (EAS), beyond their basic exchange serving area. The Parties agree that the points of call origination and termination shall be used to determine Local Traffic, and agree to use the Rate Center assignments of the calling and called NPA/NXX's as shown in the LERG to make such determination. 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 does not include Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, in addition to, but not limited to, it excludes Internet traffic, 900/976, etc., and Internet Protocol (IP) based voice or fax telephony.

Loop Facility Charge

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

Main Distribution Frame (MDF)

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

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.

Mid-Span Fiber Meet

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

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 [BellCore] 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.

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 [BellCore] Telcordia Technologies as Special Report SR-STC-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

Network Interface Device (NID)

The GTE provided interface terminating GTE's telecommunication network on the property where the customer's End-User service is located at a point determined by GTE. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to GTE's network. The point of demarcation between the End-User's inside wiring and GTE's facilities.

North American Numbering Plan (NANP)

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands that employ NPA 809. The format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

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 that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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. It is the first three digits of a seven-digit telephone number.

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 II, Section 2.2).

Party/Parties

GTE and/or USA Digital.

Provider

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

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.

Public Switched Telecommunications Network (PSTN)

The worldwide voice telephone network accessible to all those with telephones and access privileges. In the U.S., formerly known as the "Bell System network" or the "AT&T long distance network".

Rate Center

The specific geographic point and corresponding exclusive 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.

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.

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.

Service Control Point (SCP)

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

Service Switching Point (SSP)

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

Shared Transport

The physical interoffice facility not dedicated to any one Customer, which 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 USA Digital End-User when USA Digital has purchased unbundled local switching), and are referred to as "shared transport facilities".

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.

Signaling System 7 (SS7)

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

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. It provides SS7 Network Access and performs SS7 message routing and screening.

Subsidiary

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

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.

Synchronous Optical Network (SONET)

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

Switched Exchange 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 including but not limited to: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800, 888 and 900 access services.

Tandem Office Switches

Switches that are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches.

Telcordia Technologies

Formally known as BellCore, 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.

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.

Telephone Exchange Service

(1) Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge; or (2) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

Third Party Contamination

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

Transfer of Service

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

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.

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 the UNE Attachment.

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.

Vertical Features (including CLASS Features)

Vertical services and switch functionalities provided to GTE's retail customers, including but not limited to: 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.

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 Exchange Access Services, are located.

INTERCONNECTION ATTACHMENT

1. General.

This Interconnection Attachment (Attachment) together with Articles I and II, sets forth the terms and conditions under which GTE and USA Digital will interconnect their networks for the transmission and mutual exchange of telephone exchange and exchange access traffic. This Attachment governs the provision and compensation of internetwork facilities (i.e., physical interconnection services and facilities), switched transport, and switched termination for Local, IntraLATA Toll, and optional EAS traffic. This Attachment also sets forth the terms and conditions under which GTE and USA Digital will provide the Meet-Point Billing (MPB) of jointly provided Interexchange Carrier (IXC) access between GTE and USA Digital. The interconnection services and facilities described in this Attachment shall be referred to herein collectively as "Services" and individually as "Service."

2. Service Arrangements Provided Under this Attachment.

2.1 Transport and Termination of Traffic.

The Parties shall reciprocally terminate Local, IntraLATA Toll, and optional EAS traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided herein in Section 2.3 or Section 2.5, respectively. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party ILECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 5.5 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

2.2 Tandem Switched Traffic.

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

2.3 Direct Network Interconnection.

USA Digital may interconnect with GTE on its network at any of the minimum points required by the FCC that are Currently Available in GTE's existing network. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree 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 USA Digital in all circumstances to install network interconnections within one hundred twenty (120) calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

2.3.1 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.

2.3.1.1 A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility interconnection at a designated manhole or junction location. The

Interconnection Point (IP) is the demarcation between ownership of the fiber transmission facility. Each Party is individually responsible for its incurred costs in establishing this arrangement.

2.3.1.2 A collocation arrangement at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs, except as provided in the Collocation Attachment.

2.3.1.3 A special access 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.

2.3.2 The Parties will mutually designate at least one Interconnection Point (IP) on GTE's network within each tandem serving area for the exchange of Local Traffic.

2.4 Trunking Requirements.

In accordance with Article I, Section 3.4, 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.

2.4.1 Switching Center Trunking. 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.

2.4.2 CLEC End-User Trunking. USA Digital shall make available to GTE trunks over which GTE shall terminate to Customers of USA Digital-provided Exchange Services, Local Traffic, intraLATA toll or optional EAS traffic originated from Customers of GTE-provided Exchange Service.

2.4.3 Traffic Trunking. USA Digital and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. USA Digital and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic, intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from USA Digital to originate and terminate exchange access traffic used to provide Switched Access Service to IXCs. To the extent USA Digital desires to have any IXCs originate or terminate switched access traffic to or from USA Digital, using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of USA Digital to arrange for such IXC to issue an Access Service Request ("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 USA Digital. If the IXC subsequently indicates that it does not want the traffic routed to or from USA Digital, GTE will not route the traffic.

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

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

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

2.4.4 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 USA Digital end office and a GTE end office.

2.5 Indirect Network Interconnection.

The Parties agree that to the extent they exchange traffic through a third party's tandem, compensation arrangements will be established between the Parties in accordance with Section 5.4 below.

2.6 Number Portability (NP).

2.6.1 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 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 Attachment and made a part of this Agreement. USA Digital shall provide INP to GTE at the rates specified for USA Digital in Appendix B.

2.6.2 If a Party wishes to use DID to provide INP to its Customers, a dedicated trunk group is required between the GTE end office where the DID numbers are served into the USA Digital switch. If there are no existing facilities between GTE and the USA Digital, the dedicated facilities and transport trunks will be provisioned as unbundled service using the ASR provisioning process. The requesting Party will reroute the DID numbers to the pre-positioned trunk group using a Local Service Request ("LSR"). USA Digital may purchase DID trunk service from GTE's tariff.

2.6.3 Local Number Portability (LNP). The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable.

2.6.3.1 The Parties agree that all INP accounts will be converted to LNP within a reasonable period of time after the conversion of an INP providing switch to commercially available LNP, and that a reasonable period of time is ninety (90) calendar days unless otherwise negotiated.

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

2.6.3.3 When USA Digital ports a telephone number to a USA Digital switch,

USA Digital will order meet point trunks to the access tandem which the NPA/NXX of the ported number subtends for terminating feature group D switched access traffic, as shown in the LERG.

2.7 Meet-Point Billing (MPB). 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 5.4.4 for INP.

3. Operations Matters.

3.1 Service Ordering.

USA Digital initiates orders to establish, add, change or disconnect trunk-side interconnection services by sending an ASR to GTE. USA Digital should submit ASRs to GTE through on-line applications or electronic files. USA Digital will order services for INP and LNP by sending a LSR to GTE. USA Digital should submit LSRs to GTE through an electronic interface or via facsimile (fax). The ordering process is described in the GTE Guide. The ASR and/or LSR will be reviewed by GTE for validation and correction of errors. Errors will be referred back to USA Digital. USA Digital then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR/LSR.

3.2 Trunk Provisioning.

3.2.1 Trunk Connections. Reciprocal traffic exchange arrangement trunk connections shall be made at a DS1 or multiple DS-1 level, DS-3, or where technically available, Synchronous Optical Network ("SONET"), and shall be jointly-engineered to the appropriate industry grade of service standard such that the overall probability of call blockage does not exceed B.01.

3.2.2 Grooming. USA Digital 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 (end office connection) or B.005 (tandem connection). Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

3.2.3 Signaling. 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.

3.2.4 ESF Facilities. 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.

3.2.5 64kbps Channel. The Parties will support intercompany 64kbps clear channel where available.

3.3 Trunk Forecasting.

3.3.1 Joint Forecasting. The Parties will develop joint forecasting of trunk groups in accordance with Article I, Section 3.3. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts

will include:

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

3.3.1.2 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.

3.3.2 Major Network Projects. Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 3.3.1. 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.

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

3.3.4 Trunk Facility Underutilization. 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 3.2.2. 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.

3.4 Network Redesigns Initiated by GTE.

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

3.5 Routing Points.

When USA Digital submits an ASR requesting trunks for the exchange of USA Digital traffic, the ASR must reflect the NPA/NXX(s) associated with the trunks being ordered. Unless specified on the Additional NXX Code Opening form, subsequent NXXs of USA Digital will be routed in the same manner as the initial NXXs.

3.6 Common Channel Signaling.

3.6.1 Service Description. The Parties will provide Common Channel Signaling (CCS) to one another via 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 3.6. 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 database queries) will be jointly negotiated and agreed upon.

- 3.6.2 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).
- 3.6.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 3.6.4 Connection Through Signal Transfer Point (STP). USA Digital 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.
- 3.6.5 Third Party Signaling Providers. USA Digital 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 USA Digital 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.
- 3.6.6 MultiFrequency Signaling. In the case where CCS is not available, in band Multi-Frequency (MF), wink start, and 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.

3.7 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 Customers. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

4. Technical/Regulatory Requirements and Restrictions.

4.1 Interconnection Calling Scopes.

- 4.1.1 GTE Tandem Interconnection calling scope (terminating usage from USA Digital) is to those GTE end offices which subtend the GTE tandem to which the connection is made except as provided for in Section 4.2.
- 4.1.2 GTE End Office Interconnection calling scope (terminating usage from USA Digital) is only to the end office and its remotes to which the connection is made.

4.2 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 USA Digital 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.

4.3 Number Resources.

4.3.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact USA Digital'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 USA Digital shall be made directly to the NANP Number Plan Administrator. GTE shall not be responsible for the requesting or assignment of number resources to USA Digital. The Parties agree that disputes arising from numbering assignment shall be resolved by the NANP Number Plan Administrator. USA Digital shall not request number resources to be assigned to any GTE switching entity.

4.3.2 Numbering/Dialing Arrangement Changes. 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.

4.4 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, USA Digital shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and, unless otherwise ordered by the Commission, shall assign whole NPA-NXX codes to each Rate Center within which USA Digital is providing Local Exchange Service.

4.5 Code and Numbers Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

4.6 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as 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.

4.7 Maintenance of Tariffs.

USA Digital 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 any Meet-Point Billing arrangement between the Parties entered into pursuant to this Agreement, including MPB percentages.

5. Financial Matters.

5.1 Rates and Charges.

The receiving Party agrees to pay to providing Party the rates and charges for the Services described in the applicable Appendices to this Attachment, which constitutes part of this Agreement. Rates and charges for transport and termination of traffic are set forth in Appendix A attached to this Attachment and made a part of this Agreement. Rates and charges for INP using RCF are set forth in Appendix B attached to this Attachment and made a part of this Agreement.

5.2 Billing.

The providing Party shall render to receiving Party 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.

5.3 Billing Specifications.

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

5.3.1 Usage measurement for calls shall begin when Answer Supervision or equivalent 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.

5.3.2 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.

5.3.3 In the event detailed billing records are not available (e.g. indirect interconnection), summary billing reports may be utilized.

5.4 Compensation For Exchange Of Traffic.

5.4.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' Customers in accordance with Section 5.4 . 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.

- 5.4.2 PLU Factors. USA Digital 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. PLU’s shall be reported in whole numbers only. 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.
- 5.4.3 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties’ 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, pursuant to Article II, Section 5.1.1, 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 sixty (60) percent of the Parties’ total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence on a going forward basis pursuant to the rates set forth in Appendix A and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in Section 5.4 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.
- 5.4.4 Compensation for Terminating Access Charges on Calls to Ported Numbers via RCF. 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.
- 5.4.4.1 As part of the revenue sharing arrangement described in Section 5.4.4 the number of lines per ported number that are subject to compensation will be determined at the time the 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.
- 5.4.4.2 As part of the revenue sharing arrangement described in Section 5.4.4 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.

5.4.4.3 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 5.4.4 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if reciprocal compensation for local calls is implemented.

5.4.4.4 As part of the revenue sharing arrangement described in Section 5.4.4 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.

5.4.4.5 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.

5.5 Tandem Switched Traffic.

The Parties shall compensate each other for tandem switched traffic as follows:

5.5.1 Compensation Arrangements. The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to a 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. The originating Party also assumes responsibility for compensation to the company which terminates the call.

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

5.6 Compensation for Internetwork Facilities.

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.

5.6.1 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. Subject to mutual agreement of the Parties, the Parties may agree to interconnect utilizing alternative interconnection

arrangements, e.g., Optical Networking or MetroLAN. DS1 facility 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. USA Digital will charge flat rated transport (i.e. non-usage sensitive) to GTE for USA Digital facilities used by GTE at tariffed rates or as mutually agreed. USA Digital will apply charges based on the lesser of; (i) the airline mileage from the IP to the USA Digital switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

5.6.2 Collocation. GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff, unless otherwise specified in this Agreement. USA Digital 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. USA Digital will apply charges based on the lesser of (i) the airline mileage from the IP to the USA Digital switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

5.6.3 Special Access. GTE will charge special access rates from the applicable GTE intrastate access tariff. DS1 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. Subject to mutual agreement of the Parties, the Parties may agree to interconnect utilizing alternative interconnection arrangements, e.g., Optical Networking or MetroLAN.

5.7 Meet-Point Billing (MPB) and Exchange Access Service.

5.7.1 Billing. As detailed in the MECAB document, USA Digital 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 USA Digital and GTE via the meet-point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

5.7.1.1 USA Digital and GTE will exchange all information necessary to enable each Party to transmit usage data to the other Party. Subsequent to the exchange of transmission information, the tandem Party, as the subsequent billing company (SBC), will provide the end office Party, as the initial billing company (IBC), detailed Exchange Access usage data (EMI Category 11-01) within thirty (30) calendar days of the end of the billing period. The IBC will perform its responsibilities as defined by MECAB, and will provide to the SBC summary usage data (EMI Category 11-50) within ninety (90) calendar days of the detail recording, or within ten (10) business days after the date that the IBC renders a bill to the IXC(s), whichever date is sooner.

5.7.1.2 USA Digital 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.

5.7.2 Compensation. Initially, billing to Access Service Customers for the Switched Access Services jointly provided by USA Digital 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 Access Service Customer

for the portion of service it provided at the appropriate tariff, or price list.

Subsequently, USA Digital 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 USA Digital 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.

**APPENDIX A TO THE INTERCONNECTION ATTACHMENT
RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC**

General. The rates contained in this Appendix A are the rates as defined in the Interconnection Attachment 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 **\$0.0059446**. Pursuant to Article I, Section 4.1.2, the AT&T local interconnection compensation is bill & keep.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0035977**. Pursuant to Article I, Section 4.1.2, the AT&T tandem switching compensation is bill & keep.
- 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 **\$0.0000325**. Pursuant to Article I, Section 4.1.2, the AT&T Common Transport Facility compensation is bill & keep.
- 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 **\$0.0001733**. Pursuant to Article I, Section 4.1.2, the AT&T Common Transport Termination compensation is bill & keep.

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

Tandem Switching:	=	\$0.0035977
Tandem Transport (10 mile average): 10 x \$0.0000325	=	\$0.0003250
Transport Termination (2 Terminations): 2 x \$0.0001733	=	\$0.0003466
Transiting Charge:	=	\$0.0042693

Pursuant to Article I, Section 4.1.2, the AT&T Tandem Transiting Charge compensation is bill & keep.

- F. Initial Factors:

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

**APPENDIX B TO THE INTERCONNECTION ATTACHMENT
RATES AND CHARGES FOR INTERIM NUMBER PORTABILITY USING RCF**

General. The rates contained in this Appendix B are as defined in the Interconnection Attachment, 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
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Ordering and Provisioning

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

Custom Handling (Applicable to both INP and LNP)

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 USA Digital 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 USA Digital'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 USA Digital requests service prior to the standard due date intervals and if not a part of a UNE Expedite.

Coordinated Conversion applies if USA Digital 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 USA Digital 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 the Interconnection Attachment, 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

RESALE ATTACHMENT

1. General.

This Resale Attachment (Attachment), together with Articles I and II, defines the Telecommunication Services (including exchange Services, related Vertical Features and other services that may be purchased from GTE and resold by USA Digital) and sets forth 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 USA Digital for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to Customers that are not telecommunications carriers, except as qualified by Section 3.2.2 below. GTE will provide resold Services at retail less the avoided cost discount as defined in Section 4.1.1. The resale Services described in this Attachment, shall be referred to herein collectively as "Services", or each individually as "Service".

2. Services.

2.1 Local Exchange Services.

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

- 2.1.1 Voice Grade Local Exchange Access Line - includes a telephone number and dial tone;
- 2.1.2 Local Calling - at local usage measured rates if applicable to the Customer;
- 2.1.3 Access to long distance carriers;
- 2.1.4 E-911 Emergency Dialing;
- 2.1.5 Access to Service Access Codes - e.g., 800, 888, 900;
- 2.1.6 Use of AIN Services (those Currently Available to Customers);
- 2.1.7 Customer Private Line Services;
- 2.1.8 Listing of telephone number in appropriate "white pages" directory;
- 2.1.9 Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area; and
- 2.1.10 IntraLATA toll.

2.2 Other Services Available for Resale.

Subject to the limitations enumerated in this Attachment, the type of Services made available to USA Digital are those Telecommunications 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 USA Digital for resale under the same terms and conditions contained in this Agreement.

2.3 Promotional Offerings.

GTE shall make available for resale, those promotional offerings that are greater than 90 calendar days in duration and the special promotional rate will be subject to the applicable resale discount. GTE also shall make available for resale those promotional offerings that are 90 calendar days or less in duration; provided, however, that no resale discount applies to the special promotional rate of such offerings.

2.4 Grandfathered Services.

Services identified in GTE tariffs as grandfathered in any manner are available for resale only to Customers that already have such grandfathered Service. An existing Customer may not move a grandfathered Service to a new service location. Grandfathered Services are subject to a resale discount.

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

OS for local and toll assistance (e.g., 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. USA Digital will be billed in accordance with GTE's retail tariff. If USA Digital requests branding or unbranding, GTE will provide such unbranding or rebranding with USA Digital's name using customized routing as described in Section 3.7. For those offices that USA Digital 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 USA Digital. USA Digital must negotiate with the third party. In these instances, USA Digital will need to purchase customized routing and dedicated trunking to differentiate its OS/DA traffic from GTE's. GTE shall include a USA Digital Customer listing in its DA database as part of the LSR process. GTE will honor USA Digital 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.

2.6 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, USA Digital's Customers will have access to the state authorized TRS Provider to the extent required by the Commission, including any applicable compensation surcharges.

3. Operations and Administrative Matters.

3.1 Service Ordering, Service Provisioning, and Billing.

3.1.1 GTE Guide and CLEC Profile. USA Digital will order Services for resale directly from GTE through an electronic interface or fax. Except as specifically provided otherwise in this Agreement, Service preordering, ordering, provisioning, billing, maintenance and electronic interfaces shall be governed by the GTE Guide. In accordance with Article I, Section 3.1, GTE will not process resale orders until the USA Digital Profile has been completed and returned; and, if required, an advanced deposit paid.

- 3.1.2 Local Service Request. Orders for 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 Customer information as described in the GTE Guide) must be provided by USA Digital before a request can be processed. GTE will accept orders for As-Is Transfers (AIT) of Services from GTE to USA Digital where GTE is the Customer's current local exchange company. GTE cannot provide an AIT of service from another CLEC selling GTE's Services to USA Digital.
- 3.1.3 Letter of Authorization (LOA). GTE will not release the Customer service record (CSR) or inquiry containing Customer proprietary network information (CPNI) to USA Digital on GTE Customer accounts unless USA Digital first provides to GTE a written LOA. Such LOA may be a blanket LOA or other form agreed upon between GTE and USA Digital authorizing the release of such information to USA Digital or if state or federal law provides otherwise, in accordance with such law. An LOA will be required before GTE will process an order for Services provided in cases in which the Customer currently receives local exchange or Exchange Access service from GTE or from a CLEC other than USA Digital. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and USA Digital.
- 3.1.4 Unauthorized Changes. If USA Digital submits an order for resold Services under this Agreement in order to provide Service to a Customer that, at the time the order is submitted, is obtaining its local Services from GTE or another LEC using GTE Services, and the Customer notifies GTE that the Customer did not authorize USA Digital to provide local exchange Services to the Customer, USA Digital must provide GTE with written documentation of authorization from that Customer within thirty (30) Business Days of notification by GTE. If USA Digital cannot provide written documentation of authorization within such time frame, USA Digital must within three (3) Business Days thereafter:
- 3.1.4.1 notify GTE to change the Customer back to the LEC providing Service to the Customer before the change to USA Digital was made; and
 - 3.1.4.2 provide any Customer information and billing records USA Digital has obtained relating to the Customer to the LEC previously serving the Customer; and
 - 3.1.4.3 notify the Customer and GTE that the change back to the previous LEC has been made.
- Furthermore, GTE will bill USA Digital fifty dollars (\$50) per affected line to compensate GTE for switching the Customer back to the original LEC.
- 3.1.5 Transfers Between USA Digital and Another Reseller of GTE Services. When USA Digital has obtained a Customer from another reseller of GTE Services, USA Digital will inform GTE of the transfer by submitting standard LSR forms to GTE. GTE cannot accept an order for AIT of service from one CLEC reselling GTE Services to another reseller of GTE Services.

3.2 Regulations and Restrictions.

- 3.2.1 General Regulations. 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 USA Digital for resale provided by GTE to USA Digital, when appropriate, unless otherwise specified in this Agreement. As applied to Services offered under this Agreement, the term "Customer" contained in the GTE retail tariff shall be deemed to mean "USA Digital" as defined in this Agreement.

3.2.2 Restrictions on Resale. The following restrictions shall apply to the resale of retail Services by USA Digital:

3.2.2.1 USA Digital 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., R1 to B1, disabled Services or lifeline Services to non-qualifying Customers);

3.2.2.2 USA Digital shall not resell lifeline Services and Services for the disabled. Where USA Digital desires to provide lifeline Services or Services for the disabled to its Customer, GTE will resell the Customer's line as a R-1 (with applicable resale discount) and USA Digital shall be responsible for recertifying the line pursuant to applicable law and for participating in the lifeline or disabled Services discount pool without the assistance of GTE. In no event shall GTE be responsible for recovering or assisting in the recovery of lifeline or disabled Services discounts on behalf of USA Digital.

3.2.3 Restrictions on Discount. The discount specified in Section 4.1.1 herein shall apply to all retail Services except for the following:

3.2.3.1 USA Digital may resell promotional offerings of 90 calendar days or less in duration; provided, however, no retail discount applies to the special promotional rate.

3.2.3.2 USA Digital may resell Services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. USA Digital shall not aggregate Customer lines and/or traffic in order to qualify for volume discount.

3.2.3.3 USA Digital may resell ICB/Contract Services without a discount and only to Customers that already have such Services.

3.2.3.4 USA Digital may resell Customer owned coin operated telephone (COCOT) coin or coinless line; however, no discount applies.

3.2.3.5 USA Digital may resell special access; however, no discount applies.

3.2.3.6 USA Digital may resell operator Services and directory assistance as specified in Section 2.5 however, no discount applies unless otherwise specified in Appendix A.

3.2.4 Resale to Other Carriers. Services available for resale may not be used by USA Digital 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.

3.3 Maintenance.

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

3.4 Information Services Traffic.

GTE shall route traffic for information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.) that originates on its network to the appropriate information service platform. In the event GTE performs switching of information service provider (ISP) traffic associated with resale for USA Digital, GTE shall provide to USA Digital the same call detail records that GTE records for its own Customers, so as to allow USA Digital to bill its Customers. GTE shall not be responsible or liable to USA Digital or ISP for billing and collection and/or any receivables of ISP.

3.5 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).

3.6 Misdirected Calls.

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

- 3.6.1 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.
- 3.6.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the Customer the correct contact number.
- 3.6.3 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 Customers or to market Service.

3.7 Customized Routing.

Where Currently Available and upon receipt of a written request from USA Digital, 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).

Upon request, GTE will provide USA Digital a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). USA Digital will return a list of these switches ranked in priority order. GTE will return to USA Digital a schedule for customized routing in the switches with existing capabilities and capacity. In response to the written request from USA Digital, GTE will provide USA Digital with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing. Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls. When GTE agrees to provide customized routing to USA Digital, USA Digital will be responsible for the transport to route OS/DA traffic to the designated platform.

3.8 900-976 Call Blocking.

GTE shall not unilaterally block 900-976 traffic in which GTE performs switching associated with resale. GTE will block 900-976 traffic when requested to do so, in writing, by USA Digital. USA Digital 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. Financial Matters.

4.1 Rates and Charges.

4.1.1 Calculation of Rates. The prices charged to USA Digital for local Services shall be calculated as follows:

4.1.1.1 Avoided cost discount as shown in Appendix A shall apply to all retail Services except those Services listed in Sections 3.2.3.

4.1.1.2 The discount dollar amount calculated under Section 4.1.1.1 will be deducted from the retail rate.

4.1.1.3 The resulting rate is the resale rate.

4.1.2 Nonrecurring Charges. USA Digital 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 A. 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.

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

4.1.4 Branding. GTE shall provide to USA Digital the applicable charges for unbranding or rebranding and customized routing as set forth in Section 3.7.

4.2 Billing.

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

4.2.2 Alternate Billed Calls. GTE shall record usage data originating from USA Digital Customers that GTE records with respect to its own retail Customers, using Services ordered by USA Digital. 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 and billed to a resale service line of USA Digital. Outcollects are calls that are placed using a USA Digital 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.

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

4.2.2.2 Outcollects. When the GTE end-office switch from which the resale line is served utilizes a GTE operator Services platform, GTE will provide to USA Digital the unrated message detail that originates from a USA Digital 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.). USA Digital as the LSP will be deemed the earning company and will be responsible for rating the message at USA Digital rates and USA Digital will be responsible for providing the billing message detail to the billing company for Customer billing. USA Digital will pay to GTE charges as agreed to for Services purchased, and USA Digital will be compensated by the billing company for the revenue which USA Digital is due.

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

4.2.3 Local Calling Detail. Except for those Services and in those areas where measured rate local Service is available to Customers, monthly billing to USA Digital does not include local calling detail. However, USA Digital 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.

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

4.2.5 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.

**APPENDIX A TO THE RESALE ATTACHMENT
SERVICES AVAILABLE FOR RESALE**

General. The rates for resold services are based upon an avoided cost discount from GTE's retail rates. 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.

Interim Universal Service Charge. 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 USA Digital pays the monthly interim universal service support charge set forth in Appendix A. 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 A without the interim surcharge, but subject to the following terms and conditions:

- A. USA Digital agrees that within thirty (30) calendar days after the effective date of a Commission or court order affirming GTE's interim surcharge, USA Digital will (i) begin paying the monthly interim surcharge in accord with Appendix A, 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 USA Digital 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%. Pursuant to Article I, Section 4.1.2, the avoided cost discount is also applied to non recurring charges.

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 USA Digital orders any service from this Agreement.

Customer Record Search applies when USA Digital 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 USA Digital. 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 USA Digital. 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 USA Digital'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 USA Digital requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if USA Digital 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

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT

1. General.

This UNE Attachment (Attachment), together with Articles I and II, sets forth the terms and conditions under which GTE will provide UNEs and combinations of UNEs (Combinations) to USA Digital pursuant to this Agreement. Unless otherwise specified in this Attachment, the ordering, provisioning, billing and maintenance of UNE offerings will be governed by the GTE Guide found on GTE's wise website (<http://www.gte.com/wise>). GTE will provide UNE offerings pursuant to this Attachment only to the extent they are Currently Available in GTE's network and on a first come, first serve basis. GTE will not construct new facilities to offer any UNE or Combinations. USA Digital shall not order services from GTE's resale, retail, or special access tariffs to circumvent or bypass, directly or indirectly, this no construction restriction. For example, except as otherwise expressly permitted pursuant to Applicable Law, USA Digital shall not convert services ordered out of such tariffs to UNEs or Combinations.

Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of FCC Rule 51.319, the FCC UNE Remand Order (CC Docket No. 96-98, FCC 99-238), the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (released March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See *GTE Service Corporation, et. al v. Federal Communications Commission and United States of America*, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)); (b) to continue to prosecute the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals; (c) to assert or to continue to assert that certain provisions of the FCC's First, Second, Third and Fourth Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (d) to assert that modifications to this Attachment from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of Voice Service, including, without limitation, 'voice over IP' or 'voice over DSL' service; and (e) to take any appropriate action based on the outcome of any of the actions or challenges described in subsections (a)-(d) above or any other actions. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

The Parties understand that both industry and GTE standards and processes applicable to UNEs and Combinations, including, without limitation, loop qualification, ordering, provisioning, fully automated OSS interfaces and other facets of OSS, are still being developed. Accordingly, the Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of such standards and processes, and to document the same for purposes of this Agreement, as necessary and appropriate.

The UNEs, including Combinations, hereunder shall only be made available and shall only be used, for the provision of Telecommunication Service, as that term is defined by the Act.

2. Description of Individual UNE Offerings.

GTE will provide USA Digital with the following UNEs pursuant to this Attachment:

2.1 Local Loops.

The local loop UNE is defined as the transmission facility (or channel or group of channels on such facility) that extends from a Main Distribution Frame (MDF), or its

equivalent, in a GTE Central Office Switch or Wire Center up to and including the loop "demarcation point", including inside wire owned by GTE. The loop demarcation point is that point on the loop facility where GTE's ownership and control end and the subscriber's ownership and control begin. Generally, loops are provisioned as 2-wire or 4-wire copper pairs running from the Central Office Switch MDF to the subscriber's premises. However, a loop may be provided via other means, 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's premises via a copper or coaxial drop or other facility. The loop includes all features, functions and capabilities of such transmission facilities, including attached electronics (except those electronics used for the provision of advanced services, such as digital subscriber line access multiplexers ("DSLAMs")) and line conditioning. The types of unbundled loops made available to USA Digital under this Attachment are:

- 2.1.1 "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 also may 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.
- 2.1.2 "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.
- 2.1.3 ISDN-BRI Capable Loop is capable of transmitting digital signals up to 160 kbps with no greater line loss than 36 db end-to-end measured at 40 kHz. When the loop length extends beyond the limitations of basic ISDN-BRI service line loss levels will be provisioned at no greater than 76 db at 40 kHz. Dependent upon facility make-up it may be necessary to add ISDN-BRI Line Loop Extension to bring the line loss level within acceptable levels. ISDN-BRI Line Loop Extension equipment can be added by GTE if requested by the CLEC at an additional cost beyond those of the unbundled loop element itself.
- 2.1.4 A 2-wire ADSL Capable Loop must be provisioned over copper facilities and will contain no load coils and minimum allowable bridge tap. Additional loop conditioning charges shall apply for the removal of the aforementioned types of equipment. In addition, when utilizing ADSL technology, the CLEC is responsible for limiting the Power Spectral Density (PSD) of the signal to levels specified in Clause 6.13 of the ANSI T1.413 ADSL Standard. The CLEC is responsible for supplying the electronics necessary for providing ADSL service to their Customer.
- 2.1.5 "4-Wire Digital Loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 Mbps. 4-wire digital loops are only provisioned on copper facilities. When a 4-wire digital loop is used by USA Digital to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz, in which case loss should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 ohms.
- 2.1.6 "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.

- 2.1.7 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. The DS-3 loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end.
- 2.1.8 "'Dark Fiber Loops" consist of any unused fiber strands that exist between the fiber splice tray, or its functional equivalent, located within the GTE Central Office Switch, and the fiber splice tray or fiber patch panel located within a Customer premise that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying communications services. In addition to the other terms and conditions of this Attachment, the following terms and conditions also shall apply to Dark Fiber Loops:
 - 2.1.8.1 GTE shall be required to provide Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at USA Digital's collocation point of interface/demarcation/connection, and (2) the other end terminates at the Customer premise.
 - 2.1.8.2 At the Central Office Switch, unused fibers located at a fiber splice point in a cable vault or a controlled environment vault, manhole or other location outside the Central Office Switch or GTE premises, and not terminated to a fiber splice tray within the Central Office Switch or GTE Premises, are not available to USA Digital.
 - 2.1.8.3 At the Customer premise, unused fibers are not available to USA Digital pursuant to this Attachment unless such fibers terminate on a fiber patch panel, or are available in a fiber splice tray, within the Customer premise. Unused fibers located in fiber splice point located outside the Customer premise are not available to USA Digital.
 - 2.1.8.4 Dark Fiber will be offered to USA Digital on the condition that it is found in GTE's network at the time that USA Digital submits its request (i.e., "as is"). GTE shall not be required to convert lit fiber to Dark Fiber for USA Digital's use.
 - 2.1.8.5 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to USA Digital as dark fiber.
 - 2.1.8.6 USA Digital shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.
 - 2.1.8.7 USA Digital may not resell Dark Fiber purchased pursuant to this Attachment to third parties.
 - 2.1.8.8 In order for GTE to continue to satisfy its carrier of last resort (COLR) obligations under state law and/or to preserve the efficiency of its network, GTE will limit USA Digital to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of GTE's network during any two-year period. In addition, GTE may take either of the

following actions, notwithstanding anything to the contrary in this Attachment:

- (a) Revoke Dark Fiber leased to USA Digital upon a showing of need to the Commission and twelve (12) months' advance written notice to USA Digital; and
- (b) Revoke Dark Fiber leased to USA Digital upon a showing to the Commission that USA Digital underutilized fiber (less than OC-12) within any twelve (12) month period.

USA Digital may not reserve Dark Fiber.

2.2 Subloops

The Subloop UNE is defined as any portion of the loop that is technically feasible to access at the terminals (access terminals) in GTE's outside plant, including inside wire. An access terminal is any point on the loop: (i) where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within; and (ii) that contains cables and their respective wire pairs that terminate on screw posts. To the extent they qualify under the preceding sentence, such points may include, but are not limited to, the pole or drop pedestal, network interface device (NID), minimum point of entry, single point of interconnection, the MDF, the remote terminal, and the feeder/distribution interface. In addition, subject to the requirements and limitations of the Collocation Attachment, USA Digital has the option of collocating a DSLAM (or its functional equivalent) in GTE's remote terminal (RT) at the fiber/copper interface point. When USA Digital collocates its DSLAM at GTE's RT, GTE will provide USA Digital with access to subloop UNEs to allow USA Digital to access the copper portion of the loop. The Subloop UNEs made available to USA Digital under this Attachment are:

- 2.2.1 "Feeder Subloop UNE" is a transmission path extending from the MDF located in GTE's Central Office Switch or Wire Center to the feeder distribution interface (FDI), or its functional equivalent, at a GTE cross-connect box. Feeder Subloop UNEs may be configured as "2-Wire Feeder" or "4-Wire Feeder", both of which may include load coils, bridge taps, etc. When utilizing ADSL technology, USA Digital 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 Standard. GTE will not provide the electronics required for USA Digital to provide xDSL service.
- 2.2.2 "Distribution Subloop UNE" is a transmission path extending from the FDI, or its functional equivalent, at a GTE cross-connect box, up to and including the demarcation point at an end user's premise. Unbundled Subloop Distribution Elements may be configured as "2-Wire Distribution" or "4-Wire Distribution", both of which may include carrier derived facility components (i.e., pair gain applications, loop concentrators/multiplexers). Distribution Elements are not available to USA Digital where GTE has provisioned its local network utilizing Digital Subscriber Technology (DAMLS). When utilizing ADSL technology, USA Digital is responsible for limiting the PDS of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standard. GTE will not provide the electronics required for USA Digital to provide xDSL service.
- 2.2.3 "Drop Subloop UNE" is a transmission path extending from a terminal, such as a pole or pedestal, to the end user premise. Drop Subloop UNEs will be offered on a per pair basis.

2.2.4 "Dark Fiber Feeder Subloop UNE" is any unused fiber strands that exist between the fiber splice tray, or its functional equivalent, located within the GTE Central Office Switch, and the fiber splice tray or fiber patch panel located at the GTE remote hut or DLC or controlled environmental hut (CEV) or accessible terminal where USA Digital has a point of interconnection. Unused fibers in the feeder portion of the loop that are located in a fiber splice point outside the Central Office Switch or remote hut/DLC/CEV are not available to USA Digital pursuant to this Attachment. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs set forth in Section 2.1(g) shall govern Dark Fiber Feeder Subloop UNEs.

2.2.5 "Dark Fiber Distribution Subloop UNE" is any unused fiber strands that exist between the fiber splice tray or patch panel located at the GTE remote hut/DLC/CEV, where USA Digital has established a point of interconnection, and the fiber splice tray or fiber patch panel located at the Customer premise. Unused fibers in the distribution portion of the loop that are located in a fiber splice point outside the Customer premise or remote hut/DLC/CEV are not available to USA Digital pursuant to this Attachment. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs set forth in Section 2.1(g) shall govern Dark Fiber Distribution Subloop UNEs.

2.3 Inside Wire.

The Inside Wire UNE is defined as all loop plant owned by GTE on a Customer premises as far as the point of demarcation.

2.4 Network Interface Device (NID).

The NID UNE is defined as any means of interconnection of Customer inside wiring to GTE's distribution plant. To gain access to a Customer's inside wiring, USA Digital may connect its own loop directly to GTE's NID where USA Digital uses its own facilities to provide local service to a Customer formerly served by GTE, as long as such direct connection does not adversely affect GTE's network.

2.5 Local Circuit Switching.

The local circuit switching UNE is defined as: (i) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (ii) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (iii) all features, functions and capabilities of the switch. GTE reserves the right not to provide circuit switching and shared transport as a UNE under the circumstances described in Rule 51.319(c)(2). At USA Digital's request, GTE will make available the following types of Circuit Switching as UNEs:

2.5.1 Analog Line Side Port. An analog line side port¹ is a line side switch connection

¹A Port provides for the interconnection of individual Loops to the switching components of GTE's network. In general, the port is a line card or trunk card and associated peripheral equipment on a GTE Central Office Switch that serves as the hardware termination for the Customer's Exchange Service on that switch, generates dial tone, and provides the end-user access to the Public Switched Telecommunications Network (PSTN). Each line-side port is typically associated with one (or more) telephone numbers(s), which serve as the Customer's network address. A port also includes local switching, which provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the Central Office Switch. When USA Digital orders an unbundled port, the USA Digital 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. GTE will honor USA Digital 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.

used to provide basic residential- and business-type exchange services.

2.5.2 ISDN BRI Digital Line Side Port. An ISDN BRI digital line side port is a basic rate interface (BRI) line side switch connection used to provide ISDN exchange services.

2.5.3 Coin Line Side Port. A coin line side port is a line side switch connection used to provide coin services.

2.5.4 DS-1 Digital Trunk Side Port. A DS-1 digital trunk side port is a trunk side switch connection used to provide the equivalent of 24 analog incoming trunk ports.

2.5.5 ISDN PRI Digital Trunk Side Port. An ISDN PRI digital trunk side port is a primary rate interface (PRI) trunk side switch connection used to provide ISDN exchange services.

2.6 Local Tandem Switching.

The Local Tandem Switching UNE is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of the connecting trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate Central Office Switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

2.7 Packet Switching.

The Packet Switching UNE is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the DSLAM. GTE reserves the right to provide packet switching as an UNE only under the circumstances described in Rule 51.319(c)(5).

2.8 Dedicated Transport.

The Dedicated Transport UNE is defined as GTE interoffice transmission facilities, including all technically feasible capacity-related services, including, but not limited to, DS1, DS3 and OCN levels, dedicated to a particular Customer or carrier, that provide telecommunications between Wire Centers owned by GTE or USA Digital, between Central Office Switches owned by GTE or USA Digital.

2.9 Dark Fiber Transport.

The Dark Fiber Transport UNE is defined as dedicated unused fiber strands that exist at the fiber splice tray, or its functional equivalent, located within the Central Office Switch, without attached multiplexing, aggregation or other electronics. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs set forth in Section 2.1(g) shall govern Dark Fiber Transport UNE.

2.10 Shared Transport.

The Shared Transport UNE is defined as interoffice transmission facilities shared by more than one carrier, including GTE, between Central Office Switches, between Central Office Switches and tandem switches, and between tandem switches, in GTE's network. Shared transport (also known as common transport) provides the shared use of

interoffice trunk groups and tandem switching that are used to transport switched traffic, originating or terminating on a GTE port, between Central Office Switching entities. Shared transport will include tandem switching if GTE's standard network configuration includes tandem routing for traffic between these points. Shared transport is provided automatically in conjunction with port and local circuit switching. GTE reserves the right not to provide circuit switching and shared transport as a UNE under the circumstances described in Rule 51.319(c)(2).

2.11 Signaling Networks.

The signaling network UNE is defined as access to GTE signaling networks and signaling transfer points. SS7 transport and signaling shall be provided in accordance with the terms and conditions of a separately executed agreement, or via GTOC Tariff FCC No. 1.

2.12 Call-Related Databases.

The Call-Related Databases UNE is defined as access to a database, other than operations support systems (OSS), that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a Telecommunications Service. These databases include the calling name database, 911 database, E-911 database, line information database, toll free (800 type services) calling database, advanced intelligent network database and downstream number portability databases that are provided by means of physical access at the signaling transfer point linked to the unbundled databases. LIDB services and database 800 type services shall be provided in accordance with the rates, terms and conditions of GTOC Tariff FCC No. 1. GTE reserves the right not to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment.

2.13 Service Management Systems.

The Service Management Database System UNE is defined as a computer database or system not part of the public switched network that: (i) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call and (ii) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

2.14 OS/DA. The OS/DA UNE is defined as: (a) any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call (OS); and (b) a service that allows subscribers to retrieve telephone numbers of other subscribers (DA). In accordance with Rule 51.319(f), GTE will not provide OS/DA as a UNE when it offers customized routing. Where USA Digital provides its own OS/DA platform, USA Digital is required to route its OS/DA traffic to its platform over customized routing. Upon written request, GTE will provide USA Digital a list of Central Office Switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). USA Digital will return a written list of these switches ranked in priority order. GTE will return to USA Digital a schedule for customized routing in the Central Office Switches with existing capabilities and capacity. In response to USA Digital's written request, GTE will also provide USA Digital with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing. Subject to the above provisions, GTE will choose the method of implementing customized routing of OS/DA calls. When GTE offers customized routing to USA Digital, USA Digital will be responsible for the transport to route OS/DA traffic to the designated platform. If a dedicated transport UNE is used to route OS/DA traffic to the designated platform, USA Digital must purchase a trunk side port and establish a collocation arrangement in accordance with the Collocation Attachment. If the dedicated transport

UNE 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.

2.15 OSS.

The OSS UNE is defined as operations support system functions consisting of pre-ordering (including nondiscriminatory access to the same detailed information about loop qualification information that is available to GTE), ordering, provisioning, maintenance and repair, and billing functions supported by GTE's databases and information. Until such time as a real-time, electronic-like interface is made available to USA Digital by GTE, GTE shall enable USA Digital to perform all pre-ordering and ordering functions via a Web Graphical User Interface (GUI), including accessing said loop qualification information. This Web GUI will provide USA Digital access to the same information which GTE provides to itself in order to allow USA Digital to determine if a loop is available and qualifies for service based on the end user's telephone number or street address, including the following:

- 2.15.1 The composition of the available loop material (including, without limitation, fiber optics and copper);
- 2.15.2 The existence, location and type of electronic or other equipment on the loop (including, without limitation, DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other potential disturbers);
- 2.15.3 Loop length, including the segment length and location of each type of transmission media;
- 2.15.4 Loop length by wire gauge; and
- 2.15.5 The electrical parameters of the loop.

At such time as OBF has established standards for pre-order loop qualification, the Parties will cooperate to implement pre-order loop qualification functions based upon such standards.

2.16 Line Sharing.

- 2.16.1 General. The line sharing UNE is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. Upon written request by USA Digital or GTE, the Parties shall engage in further good faith negotiations regarding, and take all reasonable steps necessary to ensure, the implementation of line sharing as a UNE. In accordance with par. 161 of the Line Sharing Order, GTE may not be able to make Line Sharing available as a UNE before June 6, 2000.

3. Combinations.

GTE will offer Combinations where the elements are already combined in GTE's network, subject to the limitations, requirements and restrictions of applicable law, including, without limitation, Rule 51.319, the Line Sharing Order, the UNE Remand Order and the Act. GTE is no longer required to provide OS/DA as an UNE where GTE offers customized routing. Nevertheless, GTE will continue to provide OS/DA based on market rates (see Appendix A) until the Parties negotiate a separate OS/DA agreement. In the alternative, USA Digital can obtain an alternative

provider. In addition, USA Digital may not use any Combination as a substitute for special access service pending the FCC's resolution of this issue in its Fourth FNPRM in Docket No. 96-98. USA Digital shall not have physical access to the combined UNEs in GTE's premises. However, USA Digital may use Combinations to provide a significant amount of local exchange service, in addition to exchange access service, to a particular Customer. Subject to the foregoing limitations and restrictions and the other terms and conditions herein, USA Digital may order the following standard Combinations pursuant to this Attachment:

3.1 UNE Basic Analog Voice Grade Platform, which consists of:

- 3.1.1 UNE 2-Wire Loop;
- 3.1.2 UNE Basic Analog Line Side Port; and
- 3.1.3 UNE Shared Transport.

3.2 UNE ISDN BRI Platform, which consists of:

- 3.2.1 UNE 2-Wire Digital Loop;
- 3.2.2 UNE ISDN BRI Digital Line Side Port; and
- 3.2.3 UNE Shared Transport.

3.3 UNE ISDN PRI Platform, which consists of:

- 3.3.1 UNE DS-1 Loop;
- 3.3.2 UNE ISDN PRI Digital Trunk Side Port; and
- 3.3.3 UNE Shared Transport.

3.4 UNE DS-1 Platform, which consists of:

- 3.4.1 UNE DS-1 Loop;
- 3.4.2 UNE DS-1 Digital Trunk Side Port; and
- 3.4.3 UNE Shared Transport.

Advanced services, including but not limited to the following are not offered in Combination arrangements: (a) Frame Relay; (b) ATM; (c) ADSL; and (d) AIN.

4. Operations Matters.

4.1 Ordering.

- 4.1.1 General. The ordering procedures for UNEs and Combination's are described in the GTE Guide found on GTE's wise website (<http://www.gte.com/wise>). 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 Customer information as described in the Guide) must be provided by USA Digital before a request can be processed. ASRs and/or LSRs submitted by USA Digital will be reviewed by GTE for validation and correction of errors. Errors will be referred back to USA Digital.

USA Digital will then correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR/LSR. Pre-ordering does not guarantee the availability of a given UNE or Combination. Rather, GTE must receive a firm order after the pre-order to ensure USA Digital's access to the UNE or Combination ordered.

- 4.1.2 Dark Fiber. USA Digital shall order Dark Fiber Transport, Dark Fiber Loop and Dark Fiber Subloop UNEs by sending to GTE an ASR. When ordering dark fiber, USA Digital must order in pairs and at a minimum of two dark fiber strands per A to Z route unless USA Digital deploys DWDM, then individual fibers may be ordered. Each A to Z route request shall be made by separate ASR. An ASR Service Inquiry must be submitted in advance of a firm order to determine the availability of dark fiber on a specific route.
- 4.1.3 Line Sharing. USA Digital will specify its requirements for line sharing on the collocation application for each GTE premise described in the Collocation Attachment. If USA Digital's collocation application is accepted, GTE will make the office ready for line sharing during the interval applicable to USA Digital's request for collocation. GTE shall complete the installation and provisioning of any tie cable ordered by USA Digital in accordance with, and subject to, the terms and conditions of collocation set forth in the Collocation Attachment and/or applicable GTE tariffs. GTE shall also process all USA Digital applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms and conditions of collocation set forth in the Collocation Attachment and/or applicable GTE tariffs. GTE will work cooperatively with USA Digital to prioritize the order and timeframe in which GTE will complete deployment of splitters and other equipment necessary to receive orders for line sharing in GTE's premises where USA Digital is currently collocated or where collocation capable of supporting shared lines is in the process of being provisioned. During the initial year after this Attachment becomes effective, for offices where USA Digital notifies GTE of its intent to deploy line sharing, USA Digital must provide a rolling six (6) month forecast of line sharing orders, which shall be updated every three (3) months. These forecasts will be utilized to assist the Parties in the more efficient provisioning of line sharing, but shall not be binding on either Party. After the initial year, the Parties will determine the frequency of ongoing forecasts, provided, however, that USA Digital shall always provide GTE at least (60) days prior written notice of USA Digital's sales promotions involving DSL or line sharing services. These forecasts will be treated as confidential information pursuant to this Agreement and shall be used by GTE solely for wholesale capacity planning purposes. As soon as a Central Office Switch or GTE Premise has the splitter installed, GTE will begin accepting orders for lines shared by that office, consistent with the requirements and conditions of Section 4.1.1.

4.2 Unauthorized Changes.

If USA Digital submits an order for UNEs or Combinations under this Agreement in order to provide service to a Customer 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 Customer notifies GTE that the Customer did not authorize USA Digital to provide local exchange services to the Customer, USA Digital must provide GTE with written documentation of authorization from that Customer within thirty (30) Business Days of notification by GTE. If USA Digital cannot provide written documentation of authorization within such time frame, USA Digital must within three (3) Business Days thereafter:

- 4.2.1 notify GTE to change the Customer back to the LEC providing service to the Customer before the change to USA Digital was made;
- 4.2.2 provide any Customer information and billing records USA Digital has obtained relating to the Customer to the LEC previously serving the Customer; and
- 4.2.3 notify the Customer and GTE that the change back to the previous LEC has been made.

Furthermore, GTE will bill USA Digital fifty dollars (\$50.00) per affected line to compensate GTE for switching the Customer back to the original LEC.

4.3 Letter of Authorization.

GTE will not release the Customer service record (CSR) containing Customer proprietary network information (CPNI) to USA Digital on GTE Customer accounts unless USA Digital 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 USA Digital authorizing the release of such information to USA Digital or if state or federal law provides otherwise, in accordance with such law. A LOA will be required before GTE will process an order for UNEs or Combinations provided in cases in which the subscriber currently receives local exchange or Exchange Access service from GTE or from a local service provider other than USA Digital. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and USA Digital.

4.4 Provisioning.

GTE will not release the Customer service record (CSR) containing Customer proprietary network information (CPNI) to USA Digital on GTE Customer accounts unless USA Digital 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 USA Digital authorizing the release of such information to USA Digital or if state or federal law provides otherwise, in accordance with such law. A LOA will be required before GTE will process an order for UNEs or Combinations provided in cases in which the subscriber currently receives local exchange or Exchange Access service from GTE or from a local service provider other than USA Digital. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and USA Digital.

- 4.4.1 GTE will not place new interoffice facilities or outside plant feeder or distribution facilities.
- 4.4.2 GTE will not breach existing interoffice facilities, outside plant feeder or distribution facilities or Central Office Switch cabling or wiring to install new electronics or housing for plug-in electronic cards or modules. GTE will install new plug-in cards or modules when the housing already exists and is wired into the network.
- 4.4.3 In most circumstances, GTE will install drops and NIDs to connect outside plant facilities to a Customer's premises to provide a UNE loop. GTE will use the same procedures its uses to determine when a drop would routinely be installed for a GTE Customer to determine if a drop will be installed for a UNE loop. Drops will not be installed when conditions such as excessive length, size of cable or use of fiber optics would require GTE outside plant construction personnel to install the drop.

- 4.4.4 GTE will not install new switches or augment switching capacity.
- 4.4.5 GTE will not install new software or activate software requiring a new right to use fee in switching equipment. GTE will activate software that is currently loaded in a switch but is not in use.
- 4.4.6 In certain situations, GTE utilizes pair gain technology, such as Integrated Digital Loop Carrier (IDLC)² or analog carrier, to provision facilities. GTE may not be able to provision a loop UNE in such cases. Where GTE can provision a Local Loop UNE using pair gain technology, the capabilities of such Local Loop UNE may be limited. If USA Digital orders a loop UNE that would normally be provisioned over facilities using pair gain technology, GTE will use alternate facilities to provision the loop UNE if alternate facilities are Currently Available. If alternate facilities are not Currently Available, GTE will advise USA Digital that facilities are not available to provision the requested loop UNE.

4.5 Bona Fide Request Process.

The Bona Fide Request (BFR) process shall be used when USA Digital requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via BFR. The following guidelines shall apply to the BFR process.

- 4.5.1 A BFR shall be submitted in writing by USA Digital 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.
- 4.5.2 USA Digital may cancel a BFR in writing at any time prior to USA Digital and GTE agreeing to price and availability. GTE will then cease analysis of the request.
- 4.5.3 Within five (5) Business Days of GTE's receipt of the BFR, GTE shall acknowledge in writing its receipt of same and identify a single point of contact and any additional information needed to process the request.
- 4.5.4 Except under extraordinary circumstances, within thirty (30) Business Days of GTE's receipt of the BFR, GTE shall provide a proposed price and availability date, or GTE will provide an explanation as to why GTE elects not to meet USA Digital's request. In cases of extraordinary circumstances, GTE will inform USA Digital as soon as it realizes that it cannot meet the thirty (30) Business Day response due date. USA Digital and GTE will then determine a mutually agreeable date for receipt of the request.
- 4.5.5 Unless USA Digital agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by USA Digital, in accordance with the applicable provisions of this Agreement.
- 4.5.6 Upon affirmative response from GTE, USA Digital 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 and/or price of the request GTE agrees to meet, the Dispute Resolution procedures described in Article II,

² 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.

Section 3 herein may be used by a Party to reach a resolution.

4.6 Connections.

- 4.6.1 General. With the exception of the Shared Transport UNE, the UNEs specified above may be directly connected to USA Digital facilities or to a third-party's facilities designated by USA Digital to the extent technically feasible. Direct access to loops, subloop, port and local switching, and dedicated transport, that terminates in a GTE premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements. Removal of existing cable pairs required for USA Digital to connect service is the responsibility of USA Digital.
- 4.6.2 NID. In order to minimize adverse effects to GTE's network, the following procedures shall apply regarding NID connection:
- 4.6.2.1 When connecting its own loop facility directly to GTE's NID for a residence or business Customer, USA Digital must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. USA Digital 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.
- 4.6.2.2 At multi-tenant Customer locations, USA Digital must remove the jumper wire from the distribution block (i.e., the NID) to the GTE cable termination block. If USA Digital cannot gain access to the cable termination block, USA Digital must make a clean cut at the closest point to the cable termination block. At USA Digital's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. USA Digital will compensate GTE for the trip charge necessary to identify the cable pair to be removed.
- 4.6.2.3 GTE loop elements leased by USA Digital will be required to terminate only on a GTE NID. If USA Digital leasing a GTE loop wants to connect such loop to a USA Digital NID, USA Digital also will be required to lease a GTE NID for the direct loop termination and effect a NID-to-NID cross connection.
- 4.6.2.4 Rather than connecting its own loop directly to GTE's NID, USA Digital also may elect to install its own NID and effect a NID-to-NID cross connection to gain access to the Customer's inside wiring.
- 4.6.2.5 If USA Digital provides its own loop facilities, USA Digital may elect to move all inside wire terminated on a GTE NID to one provided by USA Digital. In this instance, a NID-to-NID cross connection will not be required. USA Digital, or the Customer's premise owner, can elect to leave the disconnected GTE NID in place, or to remove the GTE NID from the premises and dispose of it entirely.
- 4.6.2.6 GTE agrees to offer its NIDs to USA Digital for lease, but not for sale. Therefore, USA Digital may remove GTE identification from any GTE NID to which it connects a USA Digital loop, but USA Digital shall not place its own identification on such NID.

4.6.3 Dark Fiber Transport. USA Digital must have a collocation arrangement on each side of the transmission for USA Digital to gain access to Dark Fiber Interoffice Transport. GTE will terminate each end of the Dark Fiber Interoffice Transport at a fiber patch panel that has been connected to USA Digital's collocation arrangement via optical cross-connects. In addition, USA Digital must be collocated at any intermediate central office points where it plans on placing regenerative equipment.

4.6.4 Subloops. To gain access to a Feeder Subloop UNE, USA Digital must be collocated (subject to the terms and conditions of the Collocation Attachment and/or applicable GTE tariff) within the GTE Central Office Switch where the Feeder Subloop UNE is being requested. USA Digital must also be collocated at either a DLC or GTE cross-connect box where the Feeder Subloop UNE terminates.

4.6.4.1 To gain access to a distribution Subloop UNE, USA Digital must be collocated at either a DLC or cross-connect box that serves the Customer's address.

4.6.4.2 To gain access to a Drop Subloop UNE, USA Digital must be collocated at the terminal, such as a pole or pedestal, that serves the Customer's address.

4.7 Line Conditioning.

4.7.1 General For the charge(s) described on Appendix A, USA Digital may order conditioning of shared lines and those lines that are unbundled pursuant to this Attachment to remove load coils, bridge taps, low pass filters, range extenders and other devices to allow such lines to be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL services, or, in the case of analog lines, to meet specific transmission parameters. Dedicated transport may be conditioned for DS-1 clear channel capability.

4.7.2 Line Sharing. On shared lines, GTE will perform loop conditioning if the loop loss for Voice Services is less than -8.0dB. Conditioning will not be provided in circumstances where such conditioning significantly degrades other advanced services or traditional voice band services as provided and described in FCC Rules 51.230, 51.233 and paragraphs 85, 86 and 201-205 of the Line Sharing Order.

4.8 Performance, Repair, Testing and Maintenance.

4.8.1 General. Upon USA Digital's request, and for the charge(s) described on Appendix A, GTE will test and report trouble for all features, functions, and capabilities of conditioned lines, subject to all of the following limitations and conditions:

4.8.1.1 Such testing must be technically feasible.

4.8.1.2 If USA Digital has directly connected its facilities to a loop, GTE will not perform routine testing of the loop for maintenance purposes. USA Digital will be required to perform its own testing and notify GTE of service problems. GTE will perform repair and maintenance once trouble is identified by USA Digital. If the loop is combined with dedicated transport, USA Digital will not have access to the loop in the

Wire Center. In this case, GTE will perform routine testing of the loop and perform repair and maintenance once trouble is identified.

- 4.8.1.3 All loop facilities provided by GTE on the premises of USA Digital's Customers, up to the network interface or demarcation point, 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 conjunction with such purposes or, upon termination or cancellation of the loop, to remove such facility.
- 4.8.1.4 If USA Digital leases loops that are conditioned to transmit digital signals, as part of that conditioning, GTE will test the loop UNE and provide recorded test results to USA Digital. In maintenance and repair cases, if loop tests are performed, GTE will provide any recorded readings to USA Digital at the time the trouble ticket is closed in the same manner as GTE provides the same to itself and/or its Customers
- 4.8.1.5 When USA Digital provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform routine maintenance. USA Digital can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the GTE NID and GTE will repair (or replace) the NID, or, at USA Digital's option, effect a NID-to-NID cross connection, using the GTE NID only to gain access to the inside wire at the Customer location.

4.9 Line Sharing

- 4.9.1 Access. GTE will provide USA Digital with nondiscriminatory access to the loop facility for testing, repair and maintenance activities via its Wholesale Internet Service Engine ("WISE") website (<http://www.gte.wise>) 4-Tel loop testing mechanism. USA Digital shall have physical and remote test access to the test head twenty-four (24) hours a day, seven (7) days a week GTE is responsible for all testing of facilities and equipment terminated to its MDF and USA Digital is responsible for all testing of facilities located within its collocation space. GTE reserves the right to seek access to USA Digital's collocation space to conduct reasonably necessary testing, repairs and maintenance when USA Digital owns the splitter, as provided in Option No. 1 of Section 2.16 above.. For line sharing testing purposes (i.e., high frequency spectrum only), USA Digital's point of demarcation will be within USA Digital's collocation space.
- 4.9.2 Party Responsibility. GTE will be responsible for repairing Voice Service and the physical line between the network interface device at the Customer premise and USA Digital's demarcation point in the Central Office Switch. USA Digital will be responsible for repairing its DSL services and any Customer-related DSL component at the Customer premise that impacts GTE's Voice Service. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by USA Digital, GTE shall conduct any necessary repair work for line sharing on a twenty-four (24) hour a day, seven (7) days a week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly. GTE is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and USA Digital is responsible for all repair and maintenance of facilities located within its collocation space. Where GTE owns the splitter and does not provide USA Digital access to the splitter, GTE shall conduct any necessary repair work on the splitter on a twenty-four (24) hour a day, seven (7) day a week basis, and shall

maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly. Where USA Digital owns the splitter, USA Digital is responsible for performing maintenance, repair and testing on the splitter.

- 4.9.3 Party Coordination. GTE and USA Digital agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. GTE and USA Digital will work together to diagnose and resolve any troubles reported by the Customer and to develop a permanent process for repair of shared lines. In the interim, GTE and USA Digital will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer. Where GTE has isolated a trouble with the Voice Service to be in USA Digital provided equipment, USA Digital will be required to clear the trouble associated with the GTE Voice Services. Where such troubles are not cleared within three (3) hours, GTE will strap-through the Voice Service on the GTE MDF, isolating USA Digital equipment from the GTE loop facility. USA Digital is responsible for informing GTE of any lifeline data services (e.g., heart monitor) which may be being provided over the high frequency portion of the loop that would preclude any such strap-through activity by GTE.
- 4.9.4 Electronic Security Systems. Where USA Digital provides DSL service to a Customer via a line sharing arrangement, the Parties acknowledge that the high frequencies associated with DSL can cause interference with some electronic security systems, resulting in false alarms, or in some instances, impair the system to the point that it becomes inoperative³. When USA Digital provides line sharing services to a Customer, USA Digital shall be required to inquire and to determine whether the Customer has an electronic security system. For Customers with electronic systems, USA Digital is responsible for taking the necessary preventive actions to ensure that the Customer's electronic security system remains operative and the high frequencies associated with line sharing services do not interfere with its operation. USA Digital shall be liable for all damages, costs, expenses, etc., which arise in conjunction with, are caused by or result from USA Digital's line sharing services' interference with, or impairment of, the Customers' electronic security systems.
- 4.9.5 Customer Education GTE and USA Digital shall make Customers aware of the following conditions and requirements regarding the Line Sharing UNE:
- 4.9.5.1 The Customer should call GTE for problems related to its Voice Service. The Customer should call its USA Digital contact for problems related to its DSL service.
- 4.9.5.2 The Customer's DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be inoperative, the Customer may also be unable to use DSL services for some period of time.
- 4.9.5.3 Customers will not be able to use USA Digital DSL services if GTE Voice

³ To mitigate these issues, for its DSL Customers with electronic security systems, GTE generally takes the following preventive actions: (1) where the electronic security system interfaces the inside wiring of the Customer premise via an RJ11 jack, GTE places a micro-filter between the electronic security system dial-up unit and the inside wiring; and (2) where the electronic security system is "hard-wired" to the inside wiring at the Customer premise, GTE places a splitter to isolate the high frequency data signals from the electronic security system's dial-up unit. Nothing in this Section 4.9.4 shall be read to constitute a warranty or representation that USA Digital's replication of GTE's practices/procedures outlined herein will be sufficient to avoid interference with electronic security systems in all cases or in any way absolve USA Digital of its duties and obligations set forth in this section 4.9.4, or elsewhere in the Agreement.

Services on the shared line are cancelled or terminated for any reason

4.10 Subloops.

USA Digital is responsible for all engineering requirements when provisioning service to an end user via Subloop UNEs. GTE does not guarantee, nor is it responsible for, the end-to-end performance of the entire loop when GTE provides only a portion of the loop. Furthermore, GTE is responsible for maintenance on only the portion of the loop element that GTE provides. GTE will provide all Subloop UNEs to USA Digital in the same manner as GTE provides such elements to itself per existing GTE interface specifications, maintenance and administrative policies.

4.11 Loop Interference.

If USA Digital's deployment of service enhancing technology interferes with existing or planned service enhancing technologies deployed by GTE or other CLECs in the same cable sheath, GTE will so notify USA Digital and USA Digital will immediately remove such interfering technology and shall reimburse GTE for all costs and expenses incurred related to this interference.

5. Financial Matters.

5.1 Rates and Charges.

The monthly recurring charges (MRCs) and non-recurring charges (NRCs) applicable for the UNEs and Combinations, and related services made available under this Attachment are set forth in Appendix A attached hereto and made a part of this Attachment. Compensation arrangements for the exchange of switched traffic between USA Digital and GTE when USA Digital uses a GTE port, local switching and shared transport shall be as set forth in Appendix A.

5.2 Billing.

GTE will utilize CBSS to produce the required bills for UNEs ordered via the LSR process. This includes NIDs, subloops, loops, loops combined with port, ports and local switching, shared transport, and line sharing. State or sub-state level billing will include up to thirty (30) summary bill accounts. Timing of messages applicable to GTE's port and circuit switching UNEs (usage sensitive services) will be recorded based on originating and terminating access. GTE will utilize CABS to produce the required bills for UNEs and Combinations ordered via the ASR process. This includes dark fiber, dedicated transport and loops combined with dedicated transport.

5.2.1 Incollects. Incollects are calls that are placed using the services of GTE or another LEC or local service provider and billed to a UNE port, INP number, or LNP number of USA Digital. Examples of an incollect are collect and credit card calls. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to USA Digital for billing to USA Digital's Customers. GTE will settle with the earning company, and will bill USA Digital the amount of each incollect record less the Billing & Collection (B&C) fee for Customer billing of the incollects. The B&C credit associated with USA Digital's incollect messages that are incurred by GTE will be billed to USA Digital on the monthly statement.

5.2.2 Outcollects. Outcollects are calls that are placed using a USA Digital UNE port and billed to a GTE line or the line of another LEC or local service provider.

Examples of an outcollect are collect and credit card calls. When the GTE Central Office Switch from which the UNE port is served utilizes a GTE operator services platform, GTE will provide to USA Digital the unrated message detail that originates from a USA Digital 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.). As the local service provider, USA Digital will be deemed the earning company and will be responsible for rating the message at USA Digital's rates and for providing the billing message detail to the billing company for Customer billing. USA Digital will pay to GTE charges as agreed to for services purchased, and USA Digital will be compensated by the billing company for the revenue due to USA Digital. When a non-GTE entity provides operator services to the GTE Central Office Switch from which the resale line or UNE port is provisioned, USA Digital must contract with the operator services provider to obtain any EMI records required by USA Digital.

5.3 Measurement of Originating Usage.

GTE shall record usage data originating from USA Digital Customers that GTE records with respect to its own retail Customers, using services order by USA Digital. On UNE port accounts, GTE will provide usage in EMI format per existing file exchange schedules.

5.4 Measurement of Terminating Usage.

Until such time as industry standards are implemented for recording and measuring terminating local calls, the Parties agree to use factors to estimate terminating usage based on originating usage. Where originating usage cannot be measured, the Parties agree to use assumed minutes. The applicable factors and assumed minutes are set forth in Appendix A.

5.5 Switched Access Usage.

GTE will provide USA Digital switched access usage records (AURs) in EMI Category 11 format for those UNEs which contain this switched access usage component. USA Digital agrees to follow applicable industry standards for the meet-point billing of switched access usage as defined in MECAB.

**APPENDIX A TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT
PRICES FOR UNBUNDLED NETWORK ELEMENTS**

General. The rates contained in this Appendix A are the rates as defined in the UNE Attachment 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:

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 A without the interim surcharge, but subject to the following terms and conditions:

- A. USA Digital agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, USA Digital will (i) begin paying the monthly interim
- B. surcharge in accord with Appendix A, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.
- C. Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring USA Digital to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- D. 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)	\$ 45.22	\$ 19.65
4 Wire Analog Loop (inclusive of NID)	\$ 83.44	\$ 27.51
2 Wire Digital Loop (inclusive of NID)	\$ 19.65	
4 Wire Digital Loop (inclusive of NID)	\$ 47.16	
DS-1 Loop	\$ 87.02	
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	
Line Loop Extender	TBD	

Network Interface Device (leased separately)

Basic NID	\$ 0.79	\$ 1.86
Complex (12 x) NID	\$ 1.60	\$ 2.00

Subloops	TBD
Inside Wire	TBD
Packet Switching	TBD
Dark Fiber	TBD
Signaling Network	TBD
Call Related Databases	TBD
Service Management Systems	TBD
Line Sharing	TBD

Port and Switching Elements

Ports

Basic Analog Line Side Port	\$ 5.49	\$ 4.02
Coin Line Side Port	\$ 9.91	
ISDN BRI Digital Line Side Port	\$ 26.16	
DS-1 Digital Trunk Side Port	\$ 196.11	\$ 60.06
ISDN PRI Digital Trunk Side Port	\$ 378.55	

Vertical Features See Attached List

Usage Charges (must purchase Port)

Local Central Office Switching	\$0.0059446
Shared Transport	
Transport Termination	\$0.0001733
Transport Facility per mile	\$0.0000325
Tandem Switching	\$0.0035977
Terminating to Originating Ratio	1.00
Assumed Minutes	TBD

Operator and Directory Assistance Services (OS/DA)

National DA	\$0.5500000
DA	\$0.4500000
Mechanized Operator Calling Card	\$0.0890000
Live Operator	\$0.4490000
Originating Line Number Screening	\$0.0180000
Call Detail Record	\$0.0200000
Busy Line Verify	\$0.9900000
Busy Line Interrupt	\$1.0500000

Transport Elements

CLEC Dedicated Transport

CDT 2 Wire	\$ 26.81	\$ 30.00
CDT 4 Wire	\$ 42.90	\$ 48.00
CDT DS1	\$ 330.00	325.00
CDT DS3 (Optical Interface)	\$1,125.00	

Interoffice Dedicated Transport

IDT DS0 Transport Facility per ALM	\$ 0.27	\$ 4.05
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IDT DS0 Transport Termination	\$ 11.59	
IDT DS1 Transport Facility per ALM	\$ 2.85	\$ 11.75
IDT DS1 Transport Termination	\$ 80.49	\$ 40.00
IDT DS3 Transport Facility per ALM	\$ 3.65	\$ 45.00
IDT DS3 Transport Termination	\$ 118.29	300.00
Multiplexing		
DS1 to Voice Multiplexing	\$ 185.24	200.00
DS3 to DS1 Multiplexing	\$ 887.13	450.00
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	

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, GTE will use the ICB process to determine the appropriate price TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- UNE 2-wire Analog loop; and
- UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- UNE 2-wire Digital loop; and
- UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- UNE DS1 loop; and
- UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- UNE DS1 loop; and
- UNE DS1 Digital Trunk Side port

NRCs. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. GTE reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If USA Digital does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, GTE will bill the CLEC for OS/DA calls at a market-based ICB rate pending USA Digital's completion of a separate OS/DA agreement.

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	\$ 5.65
Loop Qualifications	TBD	

Ordering and Provisioning

Loop:

Engineered Initial Service Order (ISO)	\$ 294.07	
Non-Engineered ISO	\$ 49.31	\$ 51.84
Central Office Connection	\$ 12.21	\$ 10.64
Outside Facility Connection	\$ 68.30	\$ 69.59
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	\$ 26.37
Central Office Connection	\$ 12.21	\$ 10.64

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 USA Digital orders any service from this Agreement.

Customer Record Search applies when USA Digital 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 USA Digital'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 USA Digital requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if USA Digital 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	\$1.32
Call Forwarding Variable	\$/Feature/Month	\$0.35
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.21
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.30
Call Waiting	\$/Feature/Month	\$0.12
Cancel Call Waiting	\$/Feature/Month	\$0.05
Automatic Callback	\$/Feature/Month	\$0.21
Automatic Recall	\$/Feature/Month	\$0.12
Calling Number Delivery	\$/Feature/Month	\$0.11
Calling Number Delivery Blocking	\$/Feature/Month	\$0.32
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$0.44
Customer Originated Trace	\$/Feature/Month	\$0.12
Selective Call Rejection	\$/Feature/Month	\$0.56
Selective Call Forwarding	\$/Feature/Month	\$0.65
Selective Call Acceptance	\$/Feature/Month	\$0.78
Call Forwarding Variable CTX	\$/Feature/Month	\$0.31
Call Forwarding Incoming Only	\$/Feature/Month	\$0.29
Call Forwarding Within Group Only	\$/Feature/Month	\$0.16
Call Forwarding Busy Line	\$/Feature/Month	\$0.16
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.19
Remote Call Forward	\$/Feature/Month	\$2.43
Call Waiting Originating	\$/Feature/Month	\$0.08
Call Waiting Terminating	\$/Feature/Month	\$0.12
Cancel Call Waiting CTX	\$/Feature/Month	\$0.02
Three Way Calling CTX	\$/Feature/Month	\$0.53
Call Transfer Individual All Calls	\$/Feature/Month	\$0.20
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.18
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.08
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.17
Direct Connect	\$/Feature/Month	\$0.08
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$0.07
Call Hold	\$/Feature/Month	\$0.26
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$1.52
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$1.51
Toll Restricted Service	\$/Feature/Month	\$0.18
Call Pick-up	\$/Feature/Month	\$0.09
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.08
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.10
Special Intercept Announcements	\$/Feature/Month	\$12.05
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$23.63
Station Message Detail Recording	\$/Feature/Month	\$10.17

Station Message Detail Recording to Premises	\$/Feature/Month	\$30.76
Fixed Night Service - Key	\$/Feature/Month	\$4.00
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$0.55
Attendant Busy Line Verification	\$/Feature/Month	\$17.36
Control of Facilities	\$/Feature/Month	\$0.05
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$2.00
Attendant Conference	\$/Feature/Month	\$62.35
Circular Hunting	\$/Feature/Month	\$1.72
Preferential Multiline Hunting	\$/Feature/Month	\$0.05
Uniform Call Distribution	\$/Feature/Month	\$5.65
Stop Hunt Key	\$/Feature/Month	\$5.74
Make Busy Key	\$/Feature/Month	\$5.75
Queuing	\$/Feature/Month	\$10.62
Automatic Route Selection	\$/Feature/Month	\$3.07
Facility Restriction Level	\$/Feature/Month	\$0.23
Expansive Route Warning Tone	\$/Feature/Month	\$0.04
Time-of-Day Routing Control	\$/Feature/Month	\$8.63
Foreign Exchange Facilities	\$/Feature/Month	\$8.99
Anonymous Call Rejection	\$/Feature/Month	\$4.72
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$0.52
Basic Business Group CTX	\$/Feature/Month	\$0.10
Basic Business Group DOD	\$/Feature/Month	\$0.05
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.00
Basic Business Group DID	\$/Feature/Month	\$0.00
Business Set Group Intercom All Calls	\$/Feature/Month	\$5.13
Dial Call Waiting	\$/Feature/Month	\$0.15
Loudspeaker Paging	\$/Feature/Month	\$8.76
Recorded Telephone Dictation	\$/Feature/Month	\$10.54
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.42
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.03
Teen Service	\$/Feature/Month	\$0.06
Bg - Automatic Call Back	\$/Feature/Month	\$0.12
Voice/Data Protection	\$/Feature/Month	\$0.01
Authorization Codes for Afr	\$/Feature/Month	\$0.10
Account Codes for Afr	\$/Feature/Month	\$0.27
Code Restriction Diversion	\$/Feature/Month	\$0.26
Code Calling	\$/Feature/Month	\$11.12
Meet-Me Conference	\$/Feature/Month	\$9.38
Call Park	\$/Feature/Month	\$0.12
Executive Busy Override	\$/Feature/Month	\$0.08
Last Number Redial	\$/Feature/Month	\$0.09
Direct Inward System Access	\$/Feature/Month	\$0.13
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.00
Bg - Speed Calling Shared	\$/Feature/Month	\$0.01

Attendant Recall from Satellite	\$/Feature/Month	\$3.47
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.01
Business Set - Call Pick-up	\$/Feature/Month	\$0.07
Authorization Code for Mdr	\$/Feature/Month	\$0.00
Locked Loop Operation	\$/Feature/Month	\$0.00
Attendant Position Busy	\$/Feature/Month	\$2.60
Two-Way Splitting	\$/Feature/Month	\$5.04
Call Forwarding - All (Fixed)	\$/Feature/Month	\$0.41
Business Group Call Waiting	\$/Feature/Month	\$0.00
Music on Hold	\$/Feature/Month	\$1.42
Automatic Alternate Routing	\$/Feature/Month	\$0.35
DTMF Dialing	\$/Feature/Month	\$0.06
BG DTMF Dialing	\$/Feature/Month	\$0.05
Business Set Access to Paging	\$/Feature/Month	\$2.54
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$0.44
Selective Calling Waiting (Class)	\$/Feature/Month	\$0.32
Direct Inward Dialing	\$/Feature/Month	\$7.97
Customer Dialed Account Recording	\$/Feature/Month	\$1.24
Deluxe Automatic Route Selection	\$/Feature/Month	\$23.44
MDC Attendant Console	\$/Feature/Month	\$34.04
Warm Line	\$/Feature/Month	\$0.01
Calling Name Delivery	\$/Feature/Month	\$0.30
Call Forwarding Enhancements	\$/Feature/Month	\$0.00
Caller ID Name and Number	\$/Feature/Month	\$1.03
InContact	\$/Feature/Month	\$1.68
Call Waiting ID	\$/Feature/Month	\$0.08
Att'd ID on Incoming Calls	\$/Feature/Month	\$4.02
Privacy Release	\$/Feature/Month	\$0.40
Display Calling Number	\$/Feature/Month	\$0.20
Six-Port Conference	\$/Feature/Month	\$41.54
Business Set Call Back Queuing	\$/Feature/Month	\$0.01
ISDN Code Calling - Answer	\$/Feature/Month	\$0.23
Att'd Call Park	\$/Feature/Month	\$2.09
Att'd Autodial	\$/Feature/Month	\$0.99
Att'd Speed Calling	\$/Feature/Month	\$1.69
Att'd Console Test	\$/Feature/Month	\$0.11
Att'd Delayed Operation	\$/Feature/Month	\$0.00
Att'd Lockout	\$/Feature/Month	\$0.00
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.00
Att'd Secrecy	\$/Feature/Month	\$0.82
Att'd Wildcard Key	\$/Feature/Month	\$0.34
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.00
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.17
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$1.55

Att'd Display of Queued Calls	\$/Feature/Month	\$0.03
Att'd Interposition Transfer	\$/Feature/Month	\$0.22
Att'd Automatic Recall	\$/Feature/Month	\$0.70

COLLOCATION ATTACHMENT

1. General.

This Collocation Attachment (Attachment), together with Articles I and II, sets forth the terms and a conditions under which GTE shall provide collocation services to USA Digital. Collocation provides, where technically feasible and where space is available, for access to GTE's "Premises", for the purpose of interconnection for the exchange of traffic with GTE and/or access to Unbundled Network Elements (UNEs). GTE's Premises include GTE's Wire Centers, access tandems, and other buildings or similar structures owned or leased by GTE that house GTE's network facilities. Collocation at GTE's Wire Centers and access tandems 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. As required by Applicable Law, GTE shall also offer rates, terms and conditions for collocation services that are not expressly addressed in this Attachment or other GTE tariffs on a Bona Fide Request ("BFR") basis, and in doing so, shall comply with all applicable federal or state requirements.

By agreeing to the terms of this Attachment or the collocation of any equipment hereunder: (1) GTE does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) GTE does not intend to, and therefore does not establish any precedent, waiver, course of dealing or in any way evidence GTE's position or intent with regard to future collocation requests; and (3) GTE specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)).

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 its equipment within GTE Wire Center(s) or access tandem(s). For additional details on single caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1.1.

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. 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). The HC and GC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. 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 HC and GC(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 HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged collocation as described in this Attachment 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 3.1.1.

2.3 Subleased Caged.

Vacant space available in a CLEC's caged collocation arrangement may be made available to a third party(s) 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 CLEC would sublease the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC is solely responsible for determining whether to sublease a shared caged collocation arrangement and if so, upon what terms and conditions. GTE will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party(s). The CLEC and third party(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 CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged collocation as described in this Attachment will apply to subleased caged collocation requirements. For additional details on subleased caged collocation, see GTE's CSP, which is described in Section 3.1.1.

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) 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. The equipment location will be designated by GTE and will vary based on individual Wire Center or access tandem configurations. CLEC equipment will not share the same equipment bays with GTE equipment. For additional details on cageless collocation see GTE's CSP, which is described in Section 3.1.1.

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 Premise; 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 3.1.1.

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 terms of this Attachment 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.

Physical collocation of microwave transmission facilities will be permitted except where such collocation is not practical for technical reasons or because of space limitations. Requests are to be submitted via a BFR process.

3. Ordering.

3.1 Application.

3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for USA Digital to contact to place a request for collocation. The point of contact will provide USA Digital 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.

3.1.2 Application Form/Fee. USA Digital requesting collocation at a GTE Premise will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix A described in Section 6.1 for each GTE Premise at which collocation is requested. The application form will require USA Digital to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. USA Digital 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. Any such charges shall be noticed to ** CLEC.

3.1.3 Notification of Acceptance/Rejection. GTE will notify USA Digital in writing within fifteen (15) calendar days following receipt of the completed application if USA Digital's requirements cannot be accommodated as specified. Should USA Digital submit ten (10) or more applications within a ten (10) calendar day period, the response interval will be increased by ten (10) calendar days for every ten (10) additional applications or fraction thereof.

3.1.4 Changes. The first application form filed by USA Digital shall be designated the original application. Original applications for collocation arrangements for sites that have not been inspected and approved by USA Digital and GTE are subject to requests for minor or major changes to the site requested in the application. Changes will not be initiated until a completed application has been submitted along with appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power; heating, ventilation, and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of USA Digital, major changes may be handled in one of the following two methods to the extent technically feasible.

3.1.4.1 Method 1: Additional Application. USA Digital may elect to have a major change to its original collocation application treated by GTE as a separate, additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional application and Engineering Fee,

GTE will notify USA Digital in writing within fifteen (15) calendar days following receipt of the completed additional application if the USA Digital additional requirements can or 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.

3.1.4.2 Method 2: Supplemental Application. USA Digital may elect to have a major change to its original collocation application treated by GTE as a supplemental application. A supplemental application may affect GTE's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, GTE will notify USA Digital in writing within fifteen (15) calendar days following receipt of the completed supplemental application if USA Digital requirements can or cannot be accommodated as specified. Upon notification that GTE can accommodate the requirements of the supplemental application, USA Digital may elect to proceed with the supplemental application. GTE's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.

3.1.4.3 Minor changes are those requests that do not require additional AC or DC power, HVAC upgrades, or changes in cage/floor space. The USA Digital will be required to submit a revised application but the deliverable dates for the project will not change.

3.2 Space Availability.

GTE will notify USA Digital within fifteen (15) calendar days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected GTE Premise. If space is not available, GTE will notify USA Digital in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide USA Digital with a price quote for collocation services required to accommodate USA Digital's request within thirty (30) calendar days of USA Digital's application date, provided that no ICB rates are required in the quote. GTE reserves the right to change the price quote at any time prior to acceptance by USA Digital. If the quote is not accepted by USA Digital within such ninety (90) day period, USA Digital 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, USA Digital 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 an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

- 3.5.1 Major Augments of caged and cageless collocation arrangements are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the caged floor space over what USA Digital requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.
- 3.5.2 Minor Augments of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, or (c) do not increase the caged floor space, over what USA Digital requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations are included as Minor Augments.

Minor Augments that require an augment fee are those requests that require GTE to perform a service or function on behalf of USA Digital including but not limited to: requests to pull cable for CLEC to CLEC Interconnects and DS0, DS1, and DS3 facility terminations.

Minor Augments that do not require a fee are those augments performed solely by USA Digital, that do not require GTE to provide a service or function on behalf of USA Digital, including but not limited to, requests to install additional equipment in USA Digital collocation space. Prior to the installation of the additional equipment, USA Digital agrees to provide GTE an application form with an updated equipment listing that includes the new equipment to be installed in USA Digital's collocation arrangement. Once the equipment list is submitted to GTE, USA Digital may proceed with the augment. USA Digital agrees that changes in equipment provided by USA Digital under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to GTE inspection, in accordance with term of this contract for the purpose of ensuring compliance with GTE safety standards.

3.6 Expansion.

GTE will not be required to construct additional space to provide for USA Digital collocation when available space has been exhausted. Where USA Digital seeks to expand its existing collocation space, GTE shall make contiguous space available to the extent possible; provided, however, GTE does not guarantee contiguous space to USA Digital to expand its existing collocation space. USA Digital requests for expansion of existing space within a specific GTE Premise will require the submission of an application form and the appropriate Major Augment fee.

3.7 Relocation.

USA Digital requests for relocation of the termination equipment from one location to a different location within the same GTE Premise will be handled on an ICB basis. USA Digital 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, as set forth in Appendix A described in Section 6.1, associated with the ordered collocation services, GTE will:

- 4.1.1 Schedule a meeting with USA Digital to determine engineering and network requirements.
- 4.1.2 Initiate the necessary modifications to the GTE Premise to accommodate USA Digital's request.
- 4.1.3 Work cooperatively with USA Digital to ensure that services are installed in accordance with the service requested.

USA Digital is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. USA Digital shall meet with GTE, if requested by GTE, to review design and work plans for installation of USA Digital's designated equipment within GTE Premises. USA Digital is responsible to have all cables and other equipment to be furnished by USA Digital ready for installation on the date scheduled. If USA Digital fails to notify GTE of a delay in the installation date, USA Digital will be subject to the appropriate additional labor charge set forth on Appendix A 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 USA Digital may subcontract this work to a GTE approved contractor.
- 4.2.2 Site Selection/Power. GTE shall designate the space within its Premise where USA Digital shall collocate its equipment. Where applicable, GTE shall provide, at the rates set forth in Appendix A 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 USA Digital's equipment in the same standards and parameters required for GTE equipment within that GTE Premise. Within GTE's Wire Centers and/or access tandems, GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.
- 4.2.3 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform USA Digital of the time estimates as soon as possible. GTE shall complete delivery of the floor space to USA Digital within ninety (90) calendar days of receipt of 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 USA Digital

beginning the installation of its equipment in a cage, bay, cabinet, or outside Facility. USA Digital and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by USA Digital, billing will be initiated, access cards and/or keys will be issued and USA Digital may begin installation of its equipment.

4.3 Equipment and Facilities.

- 4.3.1 Purchase of Equipment. USA Digital will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If USA Digital chooses, GTE will assist USA Digital in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of USA Digital's equipment and provided facilities for collocation.
- 4.3.2 Permissible Equipment. USA Digital is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to UNEs. USA Digital 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 UNEs. USA Digital may place in its caged 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. USA Digital'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 USA Digital equipment used for collocation must be tested to, and must meet (1) the NEBS Level 1 family of requirements as described in Telecordia Special Report SR-3580, plus be tested to (2) specific additional risk/safety/hazard criteria specified in Addendum E of the CSP. Any USA Digital equipment that does not conform to requirement (1) may not be installed on GTE property. A cabinet may be used to mitigate deficiencies identified in requirement (2). GTE reserves the right to remove and/or refuse use of CLEC facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with the applicable NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of USA Digital facilities or equipment that does not meet or comply with the NEBS equipment requirements specified in Addendum E of the CSP.
- 4.3.4 Cable. USA Digital 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 in the CSP) are required to reduce the possibility of interference. USA Digital is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing USA Digital's fire retardant riser cable from the cable vault to the collocation space in GTE's Wire Center and/or access tandem. GTE is responsible for installing USA Digital provided fiber optic cable in the cable space or conduit from the first manhole outside of the Wire Center or access tandem into the Wire Center or access tandem. This may be shared conduit with dedicated inner duct. If USA Digital provides its own fiber optic facility, then USA Digital shall be responsible for bringing its fiber optic cable to the Wire Center or access tandem manhole. USA Digital must leave sufficient cable length for GTE to be able to fully extend such cable through to USA Digital's collocation space.

- 4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. USA Digital will not be permitted to splice fiber optic cable in the first manhole outside of the Wire Center or access tandem. Where USA Digital 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 to USA Digital's collocation space. GTE is responsible for installing a cable splice, if necessary, where USA Digital provided fiber optic cable meets GTE standards within the Wire Center or access tandem cable vault or designated splicing chamber. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 4.3.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where USA Digital-owned cable facilities connect to GTE termination equipment. The demarcation point for USA Digital is USA Digital's terminal equipment or interconnect/cross connect panel within USA Digital's cage, bay/frame or cabinet. USA Digital must tag all entrance facilities to indicate ownership. USA Digital 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, USA Digital shall have the right to use a designated staging area, a portion of the Wire Center(s) or access tandem(s) and loading areas, if available, on a temporary basis during USA Digital's equipment installation work in the collocation space. USA Digital 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. USA Digital 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. USA Digital 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 USA Digital a market value lease rate for the area occupied by the trailer.
- 4.3.8 Testing. Upon installation of USA Digital's equipment, and with prior notice, GTE will schedule time to work with USA Digital during the turn-up phase of the equipment to ensure proper functionality between USA Digital'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 USA Digital to provide their own monitor and test points, if required, for connection directly to its terminal equipment.
- 4.3.9 Collocator to Collocator Interconnect Arrangements. GTE shall provide, upon USA Digital's request, a Collocator to Collocator Interconnect arrangement between USA Digital's equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, USA Digital must submit and Application Form, ASR, and a Minor Augment fee. GTE will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route. USA Digital has the option of providing all cables and connectors and the option of pulling the cables for the Collocator to Collocator Interconnect arrangement. If GTE provides the cables and connectors and/or pulls the cable, the applicable cable and labor rates will be applied.

4.4 Access to Collocation Space.

GTE will permit USA Digital's employees, agents, and contractors approved by GTE to have direct access to USA Digital's collocated equipment twenty-four (24) hours a day, seven (7) days a week. USA Digital'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 twenty-four (24) hours prior notice to USA Digital, to access USA Digital's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where USA Digital 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 USA Digital's personnel.

4.5 Network Outage, Damage and Reporting.

USA Digital shall be responsible for: (a) any damage or network outage occurring as a result of CLEC owned or CLEC designated termination equipment in GTE Premise; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible twenty-four (24) hours a day, seven (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 USA Digital service.

GTE will make every effort to contact USA Digital in the event USA Digital equipment disrupts the network. If GTE is unable to make contact with USA Digital, GTE shall temporarily disconnect USA Digital's service, as provided in Section 3.7.

4.6 Security Requirements.

4.6.1 Background Tests; Training. All employees, agents and contractors of USA Digital must meet certain minimum requirements as established in GTE's CSP. At the time USA Digital places the collocation ASR for collocation, or as soon as reasonably practicable thereafter, USA Digital 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 Premises. USA Digital agrees that its employees/vendors with access to GTE Premises shall at all times adhere to the rules of conduct established by GTE for the GTE Premises 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 USA Digital with written notice of such changes. Where applicable, GTE will provide information to USA Digital on the specific type of security training required so USA Digital'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 GTE Premise. GTE reserves the right to deny access to GTE buildings and/or outside Facility structures for any USA Digital employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of USA Digital 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 to deny access to GTE buildings and/or outside Facility structures for USA Digital's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. 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 a reasonable number of individuals for USA Digital for each GTE Premise for the purpose of installation, maintenance and repair. All USA Digital employees, agents and contractors requesting access to the GTE Premise are required to have a photo identification card, which identifies the person by name and the name of USA Digital. The ID must be worn on the individual's exterior clothing while on or at GTE Premises. GTE will provide USA Digital with instructions and necessary access cards or keys to obtain access to GTE buildings and/or outside Facility structures. USA Digital is required to immediately notify GTE by the most expeditious means, when any USA Digital's employee, agent or contractor with access privileges to GTE buildings and/or outside Facility structures is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings and/or outside Facility structures are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. USA Digital is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings and/or outside Facility structures upon termination of employment of USA Digital's employee and/or termination of service. USA Digital shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of USA Digital or USA Digital's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

USA Digital is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. USA Digital 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 USA Digital in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to USA Digital as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact USA Digital's facilities or equipment and its ability to provide service. GTE will restrict access to USA Digital'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 USA Digital's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by USA Digital or USA Digital's equipment upon the operation of GTE's equipment, facilities and/or employees located outside USA Digital's collocation space. GTE will notify USA Digital as soon as possible when such an event has occurred. In case of a GTE work stoppage, USA Digital's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect USA Digital's access to its premises, or ability to provide service. USA Digital will notify GTE point of contact of any work stoppages by USA Digital employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit USA Digital to secure collocation space on a 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) calendar days of the date at which a Wire Center or access tandem runs out of caged and cageless collocation space. This information will be listed at the following public Internet URL: <http://www.gte.com/Regulatory>. Where 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 shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Wire Center or access tandem; and (b) allow USA Digital to tour the entire premises of the Wire Center or access tandem, without charge, within ten (10) calendar days of the tour request.

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to USA Digital 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 USA Digital 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 available. Additional space can be requested by USA Digital by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix A 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 USA Digital will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, USA Digital 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. USA Digital shall use the collocation space solely for the purposes of installing, maintaining and operating USA Digital's equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing UNEs. USA Digital 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 USA Digital's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as USA Digital's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its 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. USA Digital 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 USA Digital to determine an alternative arrangement for the specific location. USA Digital will be allowed to reserve collocation space for its caged/cageless arrangements based on USA Digital's 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 USA Digital equipment.

5.5 Collocation Space Report.

Upon request by USA Digital and upon USA Digital 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:

- 5.5.1 Amount of caged and cageless collocation space available;
- 5.5.2 Number of telecommunications carriers with existing collocation arrangements;
- 5.5.3 Modifications of the use of space since the last collocation space report requested; and,
- 5.5.4 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 USA Digital within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee contained in Appendix A will be assessed per request and per Wire Center or access tandem.

5.6 Reclamation.

When initiating an application form, USA Digital must have started installing equipment approved for collocation at GTE Premise within a reasonable period of time, not to exceed six (6) months from the date USA Digital accepts the collocation arrangement. If USA Digital does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4 to the extent applicable, 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 Customers. In such cases, GTE will reimburse USA Digital 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.

The rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix A attached hereto. Notwithstanding anything in this Agreement to the contrary, 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 A, 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 USA Digital when GTE provides USA Digital access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

7. Casualty.

If the collocation equipment location in GTE's Premise is rendered wholly unusable through no fault of USA Digital, or if the GTE Premises shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon (whether or not the demised GTE 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 or outside Facility structure by providing written notification to USA Digital as soon as practicable but no later than one hundred eighty (180) calendar days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) calendar 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 Agreement. USA Digital shall forthwith quit, surrender and vacate the GTE 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, USA Digital shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of USA Digital's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with USA Digital to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to USA Digital detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against USA Digital in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by USA Digital which were because any period after such date shall be returned to USA Digital.

8. Termination of Service.

8.1 Grounds for Termination.

GTE's obligation to provide collocation is contingent upon USA Digital's compliance with the terms and conditions of this Attachment 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 USA Digital 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) calendar days notice in the event USA Digital: (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.

8.2 Effects of Termination.

Upon the termination of collocation service, USA Digital shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove USA Digital's equipment if USA Digital fails to remove and dispose of the equipment within the thirty (30) calendar days of discontinuance. USA Digital will be charged the appropriate additional labor charge in Appendix A for the removal of such equipment. Upon removal by USA Digital of all its equipment from the collocation space, USA Digital 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 A. Upon termination of collocation services, USA Digital relinquishes all rights, title and ownership of cable to GTE.

9. Miscellaneous.

GTE retains ownership of GTE Premise 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 GTE Premises' space in such a manner as will best enable it to fulfill GTE's service requirements. USA Digital does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's Premise 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 USA Digital requires use of a GTE local exchange line, USA Digital must order a business local exchange access line (B1). USA Digital may not use GTE official lines.

**APPENDIX A
COLLOCATION RATES**

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,169.68
Minor Augment Fee	per occurrence	NRC	\$199.42
Access Card Administration (New/Replacement)	per card	NRC	\$22.88
Site Preparation Charge			
Initial 100 Square Feet	per sq ft	NRC	336.00
Incremental – Over 100 Square Feet	per sq ft	NRC	42.00
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
Cage Grounding Bar	per bar	NRC	\$1,420.59
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

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

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

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
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Cageless Site Preparation Charge

per bay	NRC	4800.00
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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
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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
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Cabinet Floor Space including Shared Access Area

per linear foot	MRC	\$15.68
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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
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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

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
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

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

ADJACENT COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

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
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MISCELLANEOUS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Elements	Increment	NRC / MRC	Rate
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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
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