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P.O. Box 2301
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September 22, 2000

Mr. Thomas Dorman
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, KY 40601

00190-AI

Re: Interconnection Agreement Between Cincinnati Bell Telephone Company and
NextLink Kentucky, Inc.

Dear Mr. Huelsmann:

Enclosed for filing please find an original and two (2) copies of the Interconnection Agreement between Cincinnati Bell Telephone Company and NextLink Kentucky, Inc. Also enclosed is a 3.5 inch disk containing an electronic copy of the Interconnection Agreement (in Word97 format) and associated Pricing Schedule (in Excel format). Cincinnati Bell Telephone Company and NextLink Kentucky, Inc. request approval of the Interconnection Agreement pursuant to section 252(e) of the Telecommunications Act of 1996.

Please date-stamp and return the two extra copies of the above-referenced documents to acknowledge receipt of this filing.

If you have any questions concerning this filing, please feel free to contact me at 513-397-7548. Thank you in advance for your assistance with this matter.

Sincerely,

Steven L. Kritzer
Director - Interconnection

Enclosure

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

Dated as of SEPTEMBER 18, 2000

by and between

CINCINNATI BELL TELEPHONE COMPANY

and

NEXTLINK KENTUCKY, INC.

for

KENTUCKY

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

This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is effective as of the ____ day of _____, 2000 (the “**Effective Date**”), by and between Cincinnati Bell Telephone Company, an Ohio corporation with offices at 201 E. Fourth Street, Cincinnati, Ohio 45202 (“**CBT**”), and NEXTLINK Kentucky, a Washington corporation, with offices at Two Easton Oval, Ste. 300, Columbus, Ohio 43219 (“**NEXTLINK**”).

RECITALS

A. CBT is an Incumbent Local Exchange Carrier, as defined by the Act, authorized to provide certain Telecommunications Services within the state of Kentucky, more particularly described as LATA 922.

B. CBT is engaged in the business of providing, among other things, local Telephone Exchange Service within Kentucky.

C. NEXTLINK has been granted authority to provide certain local Telephone Exchange Services within the areas of Kentucky where it intends to provide services pursuant to this Agreement and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to provide for compliance with their respective obligations under the Act, including Interconnection of their facilities and equipment so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NEXTLINK and CBT hereby agree as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

1.1 Structure. This Agreement includes certain Exhibits and Schedules that immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in **Schedule 1.2** or as defined elsewhere in this Agreement or the Act.

1.3 Interpretation.

- (a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “**include**,” “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**”. The words “**shall**” and “**will**” are used interchangeably throughout this Agreement, and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.4 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms, and, in the event of any ambiguities, no inferences shall be drawn against either Party.

ARTICLE II GENERAL SERVICE-RELATED PROVISIONS

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide NEXTLINK access to CBT's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding “**Interconnection Activation Date**” shown for each Interconnection Point set forth on **Schedule 2.1**. NEXTLINK may seek additional Interconnection Points or revise any estimated or new Interconnection Activation Dates according to the principles set forth in **Section 3.4**. **Schedule 2.1** shall be revised and supplemented from time to time to reflect additional Interconnection Points, by attaching one or more supplementary schedules to such Schedule.

2.2 Bona Fide Request. Any request by a Party for services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request (“**BFR**”) process set forth on **Schedule 2.2**.

2.3 Technical References. The Parties agree that the Technical References listed on **Schedule 2.3** (the “**Technical Reference Schedule**”), are generally accepted guidelines for interface and performance parameters of equipment and facilities used by LEC’s in the United States for delivering Telephone Exchange Service. These Technical References are used by the Parties in specifying suitable equipment and facilities components for use in their respective networks, and for assuring interoperability between components that collectively comprise such networks. Each Party will strive to their utmost ability to comply with these industry standards, but will not be liable for any non-compliance by any vendor furnishing such equipment or facilities, provided that such equipment/facilities are of a type generally deployed throughout the industry, currently or at the time deployed. Nothing in this Section shall require a Party to deliver performance, functionality or capabilities from specific equipment or facilities beyond that intended by its vendor. NEXTLINK is entitled to request through the BFR process functions and capabilities described in the Technical References listed in **Schedule 2.3** which CBT has not deployed or activated in its own network.

2.4 Availability of Services. CBT agrees not to discontinue or refuse to provide any service provided or required hereunder other than in accordance with the terms of this Agreement, or unless required by the Commission.

ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.1 Scope. **Article III** describes the physical architecture for Interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic (including intraLATA and interLATA traffic) between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Each Party shall make available to the other Party the same Interconnection methods on the same rates, terms and conditions. Interconnection may not be used solely for the purpose of originating a Party’s own interexchange traffic. **Articles IV** and **V** prescribe the specific logical trunk groups (and traffic routing parameters) that will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods

3.2.1 In the LATA identified on **Schedule 2.1**, NEXTLINK and CBT shall Interconnect their networks at the correspondingly identified Interconnection Points on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in the LATA shall be accomplished at any technically feasible point of Interconnection (an “**Interconnection Point**”) by any technically feasible means, including (i) a Fiber-Meet as provided in **Section 3.3**, or (ii) Collocation at any technically feasible Premise as provided in **Article XII**. For Interconnection methods other than

a Fiber-Meet, NEXTLINK will have the right to designate the Interconnection Point(s) in the LATA. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one (1) Interconnection Point within the LATA; however, NEXTLINK may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this **Article III**.

3.2.3 If NEXTLINK elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with NEXTLINK facilities via Collocation, NEXTLINK agrees to provide to CBT Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than either (i) CBT provides to NEXTLINK hereunder or (ii) unless the Commission finds otherwise.

3.2.4 Within ten (10) Business Days of a Party's request of any Interconnection Point, the other Party shall provide any information in its possession or of which it is actually aware regarding the environmental conditions of the Interconnection Point, including the existence and condition of asbestos, lead paint, hazardous substance contamination or radon. The Parties acknowledge that a Party's obligation under this **Section 3.2.4** shall only require such Party to review any existing internal records of such Party. Nothing in this **Section 3.2.4** shall require a Party to investigate and/or monitor, contain, clean, remove, restore or perform any remedial work of any kind or nature with respect to any environmental condition in or on such Interconnection Point, other than as required by Applicable Law.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (“SONET”) transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured, engineered, installed, and maintained as described in this **Article III**.

3.3.2 CBT shall, wholly at its own expense, procure, install and maintain the Optical Line Terminating Multiplexor (“OLTM”) equipment in the CBT Interconnection Wire Center (“CIWC”) identified for each LATA set forth on **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

3.3.3 NEXTLINK shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the NEXTLINK Interconnection Switching Center (“NISC”) identified for that LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

3.3.4 CBT shall designate a manhole or other suitable entry-way immediately outside the CIWC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable NEXTLINK to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the CIWC. NEXTLINK shall deliver and maintain such strands wholly at its own expense. Upon verbal request by

NEXTLINK to CBT, CBT will allow NEXTLINK access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CBT's receipt of such request.

3.3.5 NEXTLINK shall designate a manhole or other suitable entry-way immediately outside the NISC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable CBT to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the NISC. CBT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CBT to NEXTLINK, NEXTLINK will allow CBT access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after NEXTLINK's receipt of such request.

3.3.6 NEXTLINK shall pull the fiber optic strands from the NEXTLINK-designated manhole/entry-way into the NISC and through appropriate internal conduits NEXTLINK utilizes for fiber optic facilities and shall connect the CBT strands to the OLT equipment NEXTLINK has installed in the NISC.

3.3.7 CBT shall pull the fiber optic strands from the CBT-designated manhole/entry-way into the CIWC and through appropriate internal conduits CBT utilizes for fiber optic facilities and shall connect the NEXTLINK strands to the OLT equipment CBT has installed in the CIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Switching Center or Wire Center through a point separate from that through which such Party's own fiber exited. CBT shall consider the construction of a separate entrance facility as a means to achieve requested redundancy but CBT is not obligated to agree to such construction.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.4 Additional Interconnection in Existing LATA. If NEXTLINK wishes to establish additional Interconnection Points in any LATA, then NEXTLINK will provide notice to CBT consistent with the notice provisions of **Section 3.4.1** and **Section 3.4.2**. The Interconnection Activation Date shall be consistent with the provisions of **Section 3.4.2**. If NEXTLINK deploys additional switches in the LATA after the Effective Date or otherwise desires to establish Interconnection with additional CBT Central Offices, NEXTLINK shall be entitled to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnections. If either Party establishes an additional Tandem Switch within the LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.4.1 Except for when NEXTLINK elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with NEXTLINK's

facilities via Collocation (such Collocation by CBT to be established under a separate agreement as set forth in **Section 3.2.3**), NEXTLINK shall provide written notice to CBT of its need to establish Interconnection in such LATA pursuant to this Agreement, if NEXTLINK desires to establish additional Interconnection Points within the LATA .

3.4.2 The notice provided in **Section 3.4.1** shall include (i) the Interconnection Point NEXTLINK has designated (or if such Interconnection is pursuant to a Fiber-Meet, the Interconnection Point NEXTLINK requests); (ii) NEXTLINK's requested Interconnection Activation Date; and (iii) a binding forecast of NEXTLINK's trunking requirements, pursuant to **Section 19.5** of this Agreement. Unless otherwise agreed by the Parties, each new Interconnection Activation Date shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than ninety (90) days after the date on which NEXTLINK delivered notice to CBT pursuant to **Section 3.4.1**. Within ten (10) Business Days of CBT's receipt of NEXTLINK's notice specified in **Section 3.4.1**, CBT and NEXTLINK shall confirm the Interconnection Point and the Interconnection Activation Date by attaching a supplementary schedule to **Schedule 2.1**.

3.5 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.5**, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If NEXTLINK requests an Interconnection that is of a different quality than that provided by CBT to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.6 Network Management.

3.6.1 NEXTLINK and CBT shall work cooperatively to install and maintain a reliable network. NEXTLINK and CBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.6.2 NEXTLINK and CBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.6.3 CBT shall, upon the request of NEXTLINK, provide the following network information, subject to any necessary privacy or proprietary safeguards:

- (a) Points of Interconnection available on the CBT network;
- (b) List of all local exchanges, and for each local exchange, the NXXs that are defined as within CBT's "local calling areas";
- (c) Switch locations (including Tandems and End Offices);

- (d) Feeder/Distribution Interfaces (“FDIs”) locations when requested within a BFR for subloop unbundling.

3.7 Standard Intervals.

3.7.1 Each Party shall provide the other Party Interconnection in accordance with the intervals in **Schedule 3.7**.

3.8 E9-1-1 Service.

3.8.1 CBT shall provide E9-1-1 Service to NEXTLINK's Customers on the same basis that CBT provides E9-1-1 Service to its own Customers in the municipality where such E9-1-1 Service is provided pursuant to the terms and conditions set forth in this **Section 3.8** in each Rate Center in which (i) NEXTLINK is authorized to provide local exchange services and (ii) CBT is the E9-1-1 service provider.

3.8.2 Service and Facilities Provided.

- (a) CBT will provide NEXTLINK with multiplexing at a designated CBT Central Office at the rates set forth at in the Pricing Schedule. CBT will also provide NEXTLINK with trunking from the CBT Central Office to the designated CBT Control Office(s) with sufficient capacity to route NEXTLINK's originating E9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth in Pricing Schedule. If NEXTLINK forwards the ANI information of the calling party to the Control Office, CBT will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by NEXTLINK, CBT will display a Central Office identification code for display at the PSAP.
- (b) NEXTLINK will provide itself, or lease from a third person, the necessary trunking to route originating E9-1-1 traffic from NEXTLINK's Switches to the CBT Control Office(s). The point of Interconnection for NEXTLINK's Primary and Diverse Routes, where available, to the multiplexer collocation space and E9-1-1 Control Offices is at the CBT Central Office. If Diverse Routes are not available, CBT shall, at the request of NEXTLINK, provide diversity to NEXTLINK, and NEXTLINK shall pay local channel mileage charges for Diverse Routes as set forth in the Pricing Schedule. NEXTLINK will be responsible for determining the proper quantity of trunks from its switches to the CBT Central Office(s). Trunks between the CBT Central Office and the CBT Control Office shall be delivered consistent with time frames that CBT provides itself or other customers, but in no case shall it exceed thirty (30) days. Following delivery, NEXTLINK and CBT will cooperate to promptly test all

transport facilities between NEXTLINK's network and the CBT Control Office to assure proper functioning of the E9-1-1 service.

- (c) CBT will provide to NEXTLINK, at its request, in paper, on diskette or mechanized format, information (the **"E9-1-1 A&R Information"**), and will seek the appropriate governmental approval if required that will (i) enable NEXTLINK to make pre-edits to validate the street addresses of NEXTLINK Customers and (ii) specify which E9-1-1 Control Office serves as the jurisdictional E9-1-1 answering point for Customers within the Exchange Areas served by NEXTLINK. The E9-1-1 A&R Information will be provided by exchange rate center or community upon request. Until such time as a mechanized process for provision of this information is made available by CBT, CBT shall provide to NEXTLINK in a paper format, or on diskette, any updates to the E9-1-1 A&R Information on a quarterly basis or as soon as reasonably practicable after such updates occur. CBT will provide NEXTLINK the format rules and definitions of E9-1-1 A&R Information at the time it provides such E9-1-1 A&R Information.
- (d) CBT will coordinate access to the CBT ALI database for the initial loading and updating of NEXTLINK Customer information. Access coordination will include:
 - (1) CBT-provided format requirements and a delivery address for NEXTLINK to supply an electronic version of Customer telephone numbers, addresses and other information, both for the initial load and, where applicable, daily updates. CBT shall confirm receipt of this data as described in **Section 3.8.2(g)**;
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific E9-1-1 routing information on each access line;
 - (4) Updating the CBT ALI database from paper records of service order activity supplied by NEXTLINK is optional. The charge for this service is separate and set forth in the Pricing Schedule under the category "Optional Manual Update"; and
 - (5) Providing NEXTLINK with reference data required to ensure that NEXTLINK's Customer will be routed to the correct Control Office when originating a E9-1-1 call.
- (e) In the event of a CBT or NEXTLINK E9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of

such failure, which notification shall occur as soon as possible but no later than two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the E9-1-1 Service between the Parties.

- (f) CBT will provide the order number and circuit identification code in advance of the service due date.
- (g) NEXTLINK or its third-party agent will provide CNA data to CBT for use in entering the data into the E9-1-1 database. The initial CNA data will be provided to CBT in a format prescribed by CBT. NEXTLINK is responsible for providing CBT updates to the CNA data and error corrections that may occur during the entry of CNA data to the CBT E9-1-1 Database System. NEXTLINK shall reimburse CBT for any additional database charges, if any, incurred by CBT for errors in CNA data updates caused by NEXTLINK or its third party agent. CBT will confirm receipt of such data and corrections by the next Business Day by providing NEXTLINK with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (h) NEXTLINK will monitor the E9-1-1 circuits for the purpose of determining originating network traffic volumes. NEXTLINK will notify CBT if traffic study information indicates that additional circuits are required to meet the current level of E9-1-1 call volumes.
- (i) Incoming trunks for E9-1-1 shall be engineered to assure minimum P.01 grade of service, as measured using the "busy day/busy hour" criteria.
- (j) All E9-1-1 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
- (k) NEXTLINK shall report errors, defects and malfunctions to CBT. CBT shall provide NEXTLINK with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

3.8.3 Compensation.

In addition to the amounts specified in **Section 3.8.2**, NEXTLINK shall compensate CBT as set forth in the Pricing Schedule.

3.8.4 Additional Limitations of Liability Applicable to E9-1-1 Service.

- (a) CBT is not liable for the accuracy and content of CNA data that NEXTLINK delivers to CBT. NEXTLINK is responsible for maintaining the accuracy and content of that data as delivered. However, as custodian of the data CBT must exercise reasonable care of the data. NEXTLINK shall not be responsible for errors or mistakes that result from CBT's storage or transmission of data that is correct as delivered by NEXTLINK to CBT.
- (b) Notwithstanding anything to the contrary contained herein, CBT's liability to NEXTLINK and any third person shall be limited to the maximum extent permitted by applicable law.

3.8.5 Database and Network Requirements.

The Implementation Team shall identify that information that NEXTLINK must provide CBT so that CBT can provide NEXTLINK with the E9-1-1 services described herein.

3.8.6 CBT shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from NEXTLINK.

ARTICLE IV TRANSMISSION AND ROUTING OF TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 Scope of Traffic. Article IV prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

4.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 The Parties shall mutually agree to initially configure either a one (1)-way or two (2)-way trunk group as a direct transmission path through the Interconnection Point(s) specified in Schedule 2.1. CBT shall not unreasonably withhold its agreement to deploy two (2) way trunk groups. NEXTLINK shall specify the Digital Signal Level of the trunk facilities (e.g., DSO, DS1 or higher, where available) consistent with the forecasting requirements in Section 19.5.2.

4.3.2 CBT shall ensure that each Tandem connection permits the transport of traffic to all End Offices that sub-tend such Tandem to which transport is technically feasible.

Each Party shall establish and maintain separate logical trunk groups connected to each CBT Tandem that serves, or is sub-tended by End Offices that serve, Customers within the Exchange Areas served by such Tandem Switches. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.3.3 Tandem Exhaust. If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between NEXTLINK and CBT Customers. For purposes of this Agreement, “**Busy Season**” means any three (3) consecutive month period.

4.3.4 Traffic Volume. The Parties will install and retain direct End Office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between an NEXTLINK switching center and an CBT End Office where traffic exceeds or is forecast to exceed five hundred (500) Busy Hour CCS or nine hundred (900) busy hour minutes of use for a six (6)-week period. The Parties will install additional capacity between such points when overflow traffic between the NEXTLINK switching center and CBT access Tandem exceeds or is forecast to exceed five hundred (500) Busy Hour CCS or nine hundred (900) busy hour minutes of use for such six (6)-week period.

4.3.5 Mutual Agreement. As mutually agreed upon by the Parties, the Parties may install additional direct End Office trunking in the absence of the conditions set forth in **Sections 4.3.3** and **4.3.4** above. The Parties shall not unreasonably withhold their agreement.

4.4 Signaling.

4.4.1 Where available, Common Channel Interoffice Signaling (“**CCIS**”) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (“**CPN**”) within the SS7 signaling message, if available. If CCIS is unavailable, MF (“**Multi-Frequency**”) signaling shall be used by the Parties. Each Party is responsible for providing its portion of the signaling links and ports on its STPs necessary to provide CCIS signaling to support the exchange of traffic under this Agreement.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part (“**ISUP**”) for trunk signaling and Transaction Capabilities Application Part (“**TCAP**”) for CLASS-based features in the interconnect of their networks. NEXTLINK shall provide A-Link connection to CBT's STPs for the purpose of SS7 signaling between NEXTLINK and CBT. The Parties shall work cooperatively to test and implement the primary and alternate SS7 interconnection described in **Schedule 4.4**.

4.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (“**TCAP**”) messages to facilitate interoperability of CCIS-based features

between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters where applicable will be provided, including Calling Party Number (“CPN”), Originating Line Information (“OLI”), calling party category and charge number. For terminating Exchange Access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available, and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64-Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

4.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups. A blocking standard of one-half of one percent (0.005) for all final trunk group traffic via tandem and a blocking standard of one percent (0.01) during the average busy hour for all other final trunk group traffic, as defined by industry standards, shall be maintained.

4.6 Measurement and Billing. The Parties shall measure Interconnection in accordance with this Section 4.6 and bill in accordance with Article XXVII and this Section 4.6.

4.6.1 For billing purposes, each Party shall pass Calling Party Number (“CPN”) information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (“PLU”) factor calculated based on the amount of actual volume during the preceding three (3) months. The factors will be reevaluated every three (3) months and provided to the other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (i.e., no default). If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly period on a specific trunk, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic and, if applicable, Exchange Access Traffic be established for that specific trunk.

4.6.2 NEXTLINK and CBT agree to exchange such reports and/or data as provided in this Section 4.6 to facilitate the proper billing of traffic. Either Party may request an examination pursuant to Section 28.2 of such usage reports upon thirty (30) days written notice. Such examination shall be requested within six (6) months of having received the PLU factor and usage reports from the other Party and shall be performed during Normal Business Hours.

4.6.3 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time for Local Traffic, and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The total conversation seconds will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

4.7 Reciprocal Compensation Arrangements -- Section 251(b)(5). Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to

this **Section 4.7**. Compensation for the transport and termination of any Exchange Access Traffic shall be pursuant to **Article VI**.

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by CBT or NEXTLINK that a Telephone Exchange Service Customer originates on CBT's or NEXTLINK's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rates provided in the Pricing Schedule; provided, however, that compensation for local traffic will be reciprocal and symmetrical. The Party on whose network the call originates shall pay the Party on whose network the call terminates as follows: (a) Local traffic between the Parties on trunks between NEXTLINK's switch and CBT's tandem switch will be rated as Tandem switched calls (utilizing the tandem switching, tandem transport facility mileage and end office local termination rate elements), and (b) Local traffic on direct trunks between CBT's end office switches and NEXTLINK's switch will be rated as End Office to End Office calls (utilizing the and office local termination rate element).

4.7.1.2 For purposes of this Agreement, traffic to an Internet service provider ("ISP") ("ISP Traffic") is treated separately from other traffic for compensation purposes. CBT and NEXTLINK shall not be obligated to pay compensation to each other for ISP Traffic unless and until a final and appealable determination (which in the case of the Commission shall mean an order on rehearing if a timely petition for rehearing is filed) is made, by the Commission, federal administrative body, or a federal or state judicial body having jurisdiction to render such determination, requiring carriers in the State of Kentucky to pay each other compensation for ISP Traffic, and such determination (which if issued in the context of a complaint proceeding is made applicable to all carriers) reflects the generic policy determination of that administrative or judicial body as to compensation for ISP Traffic, irrespective of the language contained in any specific interconnection agreement ("ISP Determination"). The Parties agree to apply such ISP Determination retroactively to the beginning of this Agreement. The Parties agree that they shall not delay or seek a stay of the payment of compensation for ISP Traffic, nor shall they take advantage of a stay granted to a third party to delay in any manner the payment of compensation under this Section. Notwithstanding this Agreement, neither Party waives any right to appeal or otherwise challenge the validity of the ISP Determination.

For a payment made under this Section, if a final and non-appealable administrative agency or judicial decision is rendered which has the effect of changing a Party's obligation to pay compensation for ISP Traffic, any amounts paid to the payee shall be repaid to the payor within thirty (30) days of the date of the decision. If such re-payment under this Section is made, it shall bear interest at eight percent (8%) per year compounded annually from the date of the original payment was made. In the event that such payment or repayment is not made in a timely manner, then the Party to which payment or repayment is due shall be entitled, among its remedies, to set off the amount of such repayment against any amount that Party owes the other Party and to interest as set forth in Section 27.8.

4.7.1.3 For each month during the term of this Agreement (each a "Calculation Period"), each party shall calculate the total ISP Traffic delivered to the other Party during that Calculation Period and provide the calculation in written form to the other Party, within thirty (30)

days after the end of the Calculation Period.

- (i) At the time of the ISP Determination, each Party shall calculate the total dollar amount for the ISP Traffic for all months from the beginning of this agreement , to the date of the ISP Determination, provide this information in written form to the other Party and submit an invoice to the other Party for any amounts due. The Parties agree to verify and reconcile the information and pay each other all undisputed amounts within thirty (30) days of receipt of an invoice. Section 27.8 applies to payment of such invoiced amounts. Thereafter, each Party shall invoice and pay any applicable monthly ISP Traffic amounts in accordance with the ISP Determination.
- (ii) If an ISP Determination is not made prior to the end of this Agreement, any ISP Traffic amounts shall remain unpaid until an ISP Determination is made. Within thirty (30) days after the ISP Determination, each Party shall calculate the aggregate ISP Traffic amount retroactive to the beginning of this agreement , provide it in written form to the other Party and submit an invoice to the other Party for any amounts due. Section 27.8 applies to such invoiced amounts. The Parties agree to verify and reconcile the information and pay each other all undisputed amounts within thirty (30) days or receipt of an invoice.

4.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.7.3 Each Party shall charge the other Party its effective applicable federal-and state-tariffed IntraLATA FGD-switched access rates for the transport and termination of all IntraLATA Toll Traffic.

ARTICLE V

TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1 Scope of Traffic. Article V prescribes parameters for certain trunk groups (“**Access Toll Connecting Trunks**”) to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and non-translated 800 traffic between NEXTLINK Telephone Exchange Service Customers and Interexchange Carriers. Notwithstanding anything to the contrary contained herein, compensation for routing of Exchange Access traffic shall be pursuant to Article VI.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks between NEXTLINK and CBT by which they will jointly provide Tandem-transported Switched

Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to NEXTLINK's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and non-translated Toll Free traffic (e.g., 800/888) to allow NEXTLINK's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to the CBT access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be one-way or two-way trunks, as mutually agreed, connecting an End Office Switch that NEXTLINK utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in the given LATA to an access Tandem Switch CBT utilizes to provide Exchange Access in the LATA.

5.3 Logical Trunk Groups. In the LATA identified on Schedule 2.1, each NEXTLINK Switching Center Switch in that LATA shall subtend the CBT access Tandem in that LATA via logical trunk groups, as provided in Section 4.3.2.

5.4 End Office Access. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("**MECAB**") document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("**CIC**") of the IXC's that may utilize any portion of either Party's network in an NEXTLINK/CBT MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.

6.1.2 NEXTLINK shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.0 and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in Schedule 6.0 as amendments hereto. Either Party may make this billing percentage information available to IXC's. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Carrier Association (“NECA”) FCC Tariff No. 4.

6.1.4 Each Party shall implement the “**Multiple Bill/Multiple Tariff**” option in order to bill the IXC for each Party’s own portion of jointly provided Telecommunications Service.

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer using the Exchange Message Record (“**EMR**”) format. CBT has two (2) billing systems, each of which has a fixed billing period. Resale and Unbundled Ports will be in the 1st CRIS billing period every month; and, unbundled loops will be in the 7th CABS billing period every month. These billing periods coincide with current CABS and CRIS billing procedures. CABS bills and CRIS bills will be sent via NDM, if requested by NEXTLINK. Bill Data Tapes will be shipped overnight.

6.2.2 NEXTLINK shall provide to CBT, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records), by magnetic tape or via electronic data transfer using a mutually agreed upon format.

6.2.3 CBT shall provide to NEXTLINK, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) via daily electronic data transfer via dedicated dial-up, using EMR format. In any event, CBT shall provide the information on magnetic tape no later than ten (10) calendar days from the usage recording date. CBT and NEXTLINK shall use best efforts to utilize electronic data transfer when economically feasible.

6.2.4 Each Party shall coordinate and exchange the billing account reference (“**BAR**”) and billing account cross reference (“**BACR**”) numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.2.5 When CBT records on behalf of NEXTLINK and Access Detail Usage Data is not submitted to NEXTLINK by CBT in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined and if as a result NEXTLINK is delayed in billing IXC, then late payment charges will be payable by CBT to NEXTLINK. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.2.6 If Summary Access Usage Data is not submitted to CBT in a timely fashion or if it is not in proper format as previously defined and if as a result CBT is delayed in billing IXC, then late payment charges will be payable by NEXTLINK to CBT. Late payment

charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the subsequent billing company in a timely fashion.

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by NEXTLINK, the IXC or CBT. Each Party agrees to use reasonable efforts to provide the Other Party with notification of any discovered errors within two (2) Business Days of such discovery. A Party may recover against the other Party due to errors or loss of access usage whenever a Party's IXC customer successfully asserts any claim for which the Party making the error is responsible.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on three (3) months of prior usage data. In the event three (3) months of prior usage data is not available, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this Article VI.

6.5 Additional Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from a Party, the Party providing such data shall provide corrected data. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2; provided, however, that the Party responsible for the lost data shall credit the other Party for any amounts billed pursuant to data developed as described in Section 6.3.2 and not paid by the IXC to whom such usage has been billed.

ARTICLE VII BLV/BLVI TRAFFIC

7.1 Busy Line Verification. Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2 Busy Line Verification Interrupt. Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call, and the applicable charge applies whether or not the called party releases the line.

7.3 BLV/BLVI Traffic. Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in **Article III**, consistent with the Plan.

7.4 BLV/BLVI Compensation. Each Party shall compensate the other Party for BLV/BLVI traffic as set forth in the pricing schedule.

ARTICLE VIII TRANSIT SERVICE

8.1 Transit Service. CBT shall provide to NEXTLINK Transit Service as provided in this **Article VIII**.

8.2 Transit Service Defined. "CBT Transit Service" means the delivery of Local Traffic and IntraLATA Toll Traffic between NEXTLINK and a third-party LEC or CMRS provider by CBT over the Local/IntraLATA Trunks.

8.3 Compensation for CBT Transit Service. NEXTLINK shall compensate CBT for CBT Transit Service as follows:

- (a) Each party acknowledges that CBT has no responsibility to pay any third party LEC or CMRS provider for termination of any transit traffic. CBT will not pay such charges on behalf of the originating party unless CBT acts as the primary toll carrier ("PTC"), see (c)(1) below.
- (b) For Local Traffic and IntraLATA Toll Traffic originating from NEXTLINK that is delivered over the CBT Transit Service ("Transit Traffic") NEXTLINK shall pay to CBT a Transit Service charge as set forth in the Pricing Schedule. NEXTLINK is responsible for paying any termination charges imposed by the third party carrier;
- (c) For Local Traffic and IntraLATA Toll Traffic originating from a third party LEC or CMRS provider that is delivered to NEXTLINK over the CBT Transit Service.
 - (1) For IntraLATA Toll Traffic that is subject to a PTC arrangement, CBT shall deliver such IntraLATA Toll Traffic to NEXTLINK in accordance with the terms and conditions of such PTC arrangement;
 - (2) For Local Traffic and IntraLATA Toll Traffic where CBT has a transiting arrangement with such third-party LEC or CMRS provider that authorizes CBT to deliver such traffic to NEXTLINK ("Other Party Transit Agreement"), then CBT shall deliver such traffic to NEXTLINK in

accordance with the terms and conditions of such Other Party Transit Agreement, and such third-party LEC or CMRS provider (and not NEXTLINK) shall be responsible to pay CBT the applicable Transit Service charge. NEXTLINK is to bill any termination charges solely to the third party carrier.

8.4 Duration of Obligation. The Parties agree that it is the responsibility of each third-party LEC or CMRS provider to enter into arrangements with other LECs or CMRS providers to deliver Local Traffic and IntraLATA Toll Traffic where CBT does not act as the PTC for the originating LEC. Each Party shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, local traffic that transits the other Party's facilities over Traffic Exchange Trunks. Notification of effective third party agreements must be provided to CBT. The parties acknowledge that such agreements and actual measuring capability may not be currently in place. In the interim, therefore, if the terminating party is unable to determine the originator of the transit traffic, the terminating party may request that CBT provide billing information to permit billing the third party (i.e., the call originator). To the extent CBT incurs additional cost in providing billing data, CBT will provide an estimate of those costs. If the receiving party accepts the estimate and agrees to reimburse CBT, the billing data will be provided.

8.5 Signaling. To the extent that networks involved in transit traffic deliver calls with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message, CBT will deliver such information to the terminating third-party LEC or CMRS provider. In all cases, NEXTLINK is responsible to follow the EMR standard and exchange records with both CBT and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

8.6 Obligations of Terminating Carrier. As provided in this Article VIII, CBT, as the transit service provider, will not pay any terminating charges behalf of the originating LEC or CMRS provider. The terminating LEC or CMRS provider is responsible for billing the originator of the traffic, and not CBT, for terminating charges.

8.7 NEXTLINK Transit Service. To the extent that NEXTLINK offers to CBT Transit Service, NEXTLINK shall do so under the same terms and conditions that CBT provides Transit Service to NEXTLINK.

ARTICLE IX

UNBUNDLED ACCESS -- SECTION 251(c)(3)

9.1 Access to Network Elements.

9.1.1 CBT shall provide NEXTLINK access to CBT's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX. CBT shall provide NEXTLINK access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions and capabilities in accordance with the

terms and conditions of **Article II**, in a manner that shall allow NEXTLINK to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this **Article IX**, CBT shall not be required to provide Network Elements to NEXTLINK if:

- (1) The Commission concludes that:
 - (a) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to NEXTLINK on an unbundled basis; and
 - (b) NEXTLINK could offer the same proposed Telecommunications Service through the use of other, nonproprietary means; or
- (2) The Commission concludes that the failure of CBT to provide access to such Network Element would not impair the ability of NEXTLINK to provide the Telecommunications Service NEXTLINK seeks to offer.

9.1.3 CBT shall be required to make available to NEXTLINK all Network Elements, including facilities and software necessary to provide such Network Elements required by the Act and FCC regulations, where such facilities and software are available. If CBT makes available Network Elements that require special construction, CBT shall provide NEXTLINK notice that special construction is required within forty-eight hours of NEXTLINK's request. NEXTLINK shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on **Schedule 9.10**. If new facilities are required to provide NEXTLINK with access to unbundled loops, CBT shall only charge NEXTLINK for the smallest reasonable increment of facilities necessary to fulfill NEXTLINK's request.

9.1.4 CBT shall permit NEXTLINK to connect NEXTLINK's facilities or facilities provided to NEXTLINK by third parties with each of CBT's unbundled Network Elements at any point on CBT's network designated by NEXTLINK that is technically feasible.

9.2 Network Elements. CBT shall provide NEXTLINK access to the following Network Elements on an unbundled basis:

- 9.2.1 Local Loops, as more fully described on **Schedule 9.2.1**;
- 9.2.2 The Network Interface Device, as more fully described on **Schedule 9.2.2**;
- 9.2.3 Switching Capability, as more fully described on **Schedule 9.2.3**;

9.2.4 Interoffice Transmission Facilities, as more fully described on **Schedule 9.2.4**;

9.2.5 Signaling Links and Call-Related Databases, as more fully described on **Schedule 9.2.5**;

9.2.6 Operations Support Systems (“OSS”) functions as more fully described on **Schedule 9.2.6**;

9.2.7 Subloops, as more fully described on **Schedule 9.2.7**, and

9.2.8 High Frequency Portion of the Loop, as more fully described on **Schedule 9.2.8**.

9.3 Combination of Network Elements.

9.3.1 CBT shall provide Network Elements as specified in **Schedule 9.3.2** to NEXTLINK in a manner that shall allow NEXTLINK to combine such Network Elements (a “Combination”) with NEXTLINK services or elements in order to provide a Telecommunications Service.

9.3.2 Until the Federal Communications Commission or the PUCO promulgates new rules or adopts an order modifying CBT’s current obligations to provide Combinations, CBT shall make available to NEXTLINK the following Combinations as described in **Schedule 9.3.2** at the rates set forth in the Pricing Schedule. Combinations that include the “Unbundled Local Loop” will be priced and configured with the Two Wire Analog Voice Grade Loop Element as described in **Schedule 9.2.1**.

9.3.2.1 Loop Combination.

9.3.2.2 Loop/Transport Combination #1. (EEL #1) (VG Interface)

9.3.2.3 Loop/Transport Combination #2. (EEL #2) (DS1 Interface)

9.3.3 Any request by NEXTLINK for CBT to provide any Combination other than as set forth in **Section 9.3.2**, to combine the unbundled Network Elements of CBT with NEXTLINK or to perform any other function under this **Section 9.3** shall be made by NEXTLINK in accordance with **Section 9.6**.

9.3.4 CBT shall not separate requested network elements that CBT currently combines.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that CBT provides to NEXTLINK, shall be (i) the same

for all Telecommunications Carriers requesting access to such Network Element; and (ii) at least equal in quality to that which CBT provides to itself, its subsidiaries, affiliates or any other person, unless CBT proves to the Commission that it is not technically feasible to provide the Network Element requested by NEXTLINK, or access to such Network Element at a level of quality that is equal to that which CBT provides itself.

9.4.2 CBT shall provide NEXTLINK access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which CBT provides such elements to itself, its subsidiaries, affiliates and any other person, including the time within which CBT provisions such access to Network Elements, except as may be provided by the Commission pursuant to **Section 9.1.2.**

9.5 Provisioning of Network Elements.

9.5.1 CBT shall provide NEXTLINK unbundled Network Elements as set forth on **Schedule 9.5.**

9.5.2 CBT shall provide NEXTLINK nondiscriminatory access to CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions that relate to the Network Elements that NEXTLINK purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6.**

9.5.3 Prior to submitting an order for a Network Element that replaces, in whole or in part, a service offered by CBT or any other telecommunications provider for which CBT changes a primary local exchange carrier, NEXTLINK shall comply with the requirements of **Section 10.11.1.**

9.5.4 CBT and NEXTLINK shall coordinate cut-over of customer lines as described in **Schedule 9.5.4.**

9.6 Availability of Additional or Different Quality Network Elements. Any request by NEXTLINK for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request, as described in **Schedule 2.2,** and shall be subject to the payment by NEXTLINK of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, and install and provide such Network Element or access.

9.7 Pricing of Unbundled Network Elements.

9.7.1 CBT shall charge NEXTLINK the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for those specific Network Elements, service coordination fee and Cross-Connect charges) as specified in the Pricing Schedule. If NEXTLINK requests or approves an CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge NEXTLINK for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "**Line Connection Service**" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect

a specified Network Element to any Customer- or end-user-provided element or required to interconnect contiguous Network Elements.

9.7.2 If NEXTLINK orders a Combination and the provision of any such Combination requires CBT to modify any of its existing systems, service development processes or its network (beyond that required for CBT to provision its own retail services) to provide access to such Combination, NEXTLINK shall be required to compensate CBT for any costs incurred to provide access to such Combination.

9.7.3 Subject to Sections 29.3, 29.4 and 29.5 and subject to changes to tariff rates and charges which are incorporated by reference in this Agreement, the rates and charges set forth or identified in this Agreement are inclusive, and no other charges apply.

9.8 Billing. CBT shall bill NEXTLINK for access to unbundled Network Elements pursuant to the requirements of Article XXVII to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

9.9.1 If (i) NEXTLINK reports to CBT a suspected failure of a Network Element, (ii) NEXTLINK requests a dispatch, (iii) CBT dispatches a technician, and (iv) such trouble was not caused by CBT's facilities or equipment, then NEXTLINK shall pay CBT a maintenance of service charge as set forth in the Pricing Schedule. If (i) NEXTLINK has reported a suspected failure of a Network Element; (ii) CBT has investigated and reported to NEXTLINK that no trouble was found with CBT's Network Element; (iii) NEXTLINK has incurred further expense in investigating and/or correcting the failure; and (iv) maintenance or other corrective action to CBT's network was necessary to resolve such failure and CBT's facilities were the sole cause of such problem, then CBT shall pay NEXTLINK its reasonable expenses to investigate and/or correct the failure and refund to NEXTLINK all CBT maintenance of service charges applicable to such failure.

9.9.2 CBT shall provide NEXTLINK maintenance of unbundled Network Elements provided by CBT hereunder on terms and conditions no less favorable than CBT provides for itself, its affiliates, subsidiaries or other carriers, consistent with the Act.

9.10 Standard Intervals.

9.10.1 CBT shall provide to NEXTLINK access to unbundled Network Elements in accordance with the standard intervals in Schedule 9.10.

ARTICLE X RESALE AT WHOLESALE RATES -- SECTION 251(c)(4) RESALE AT RETAIL RATES -- SECTION 251(b)(1)

10.1 Telecommunications Services Available for Resale at Wholesale Rates. Commencing on the date on which the Commission approves this Agreement, at the request of

NEXTLINK, CBT will make available to NEXTLINK for resale at wholesale rates those Telecommunications Services that CBT provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, CBT will make available to NEXTLINK for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the “**Wholesale Resale Services**”):

- (i) Local Service - Residence, as described in the applicable tariff;
- (ii) Local Service - Business, as described in the applicable tariff;
- (iii) Message Toll Service, as described in the applicable tariff;
- (iv) PBX Trunk, as described in the applicable tariff;
- (v) ISDN Basic Rate Interface (“**BRI**”), as described in the applicable tariff;
- (vi) ISDN Primary Rate Interface (“**PRI**”), as described in the applicable tariff;
- (vii) CBT Centrex Service and associated features and functionalities, as described in the applicable tariff;
- (viii) Dedicated Communications Services (i.e., special access), as described in the applicable tariff;
- (ix) DID Services, as described in the applicable tariff; and,
- (x) Customer Owned Pay Telephone Services, as described in the applicable tariff.

The Wholesale Resale Services shall be made available to NEXTLINK at the wholesale discount set forth in the Pricing Schedule. The wholesale discount shall be applied to each rate element of any Telecommunications Services offered at wholesale rates.

10.2 Telecommunications Services Available for Resale at Retail Rates. Each Party shall make available to the other Party its Telecommunications Services for resale at retail rates (“**Retail Resale Services**”) in accordance with Section 251(b)(1) of the Act, and applicable tariffs. CBT may, at its sole discretion, make available to NEXTLINK under this Agreement services other than those set forth in **Section 10.1** (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

10.3 Limitations on Availability of Resale Services. The following limitations shall apply to both Wholesale Resale Services and Retail Resale Services (collectively, “**Resale Services**”):

10.3.1 Any Telecommunications Services that CBT offers to existing retail subscribers, but not to new subscribers (“**Grandfathered Services**”), are listed on **Schedule 10.3.1**. **Schedule 10.3.1** may be revised or supplemented from time to time to include those additional services that CBT may, to the extent permitted by Applicable Law, classify as Grandfathered Services. CBT agrees to make Grandfathered Services available to NEXTLINK for resale to any Customer of CBT that subscribes to a Grandfathered Service from CBT at the time of its selection of NEXTLINK as its primary local exchange carrier; provided, however, that if such Grandfathered Services are provided under a Shared Tenant Service Agreement, such Grandfathered Services shall be available for resale by NEXTLINK pursuant to the terms and conditions of such Shared Tenant Service Agreement to all tenants, existing or in the future, in the specific facility subject to such Shared Tenant Service Agreement. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by CBT, CBT agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to NEXTLINK for resale to NEXTLINK's Customers that subscribe to such Grandfathered Service at the time it is so classified by CBT. Grandfathered Services shall be made available to NEXTLINK at wholesale rates determined in accordance with the Act. Nothing in this **Section 10.3.1** shall prevent NEXTLINK from taking a position before any regulatory body or court of law in opposition to any classification of a service by CBT as a Grandfathered Service.

10.3.2 Any Telecommunications Services that CBT currently intends to discontinue offering to any retail subscriber (“**Withdrawn Services**”) are set forth on **Schedule 10.3.2**. **Schedule 10.3.2** may be revised or supplemented from time to time to include those additional Telecommunications Services that CBT may, to the extent permitted by Applicable Law, classify as Withdrawn Services. CBT agrees to make Withdrawn Services available to NEXTLINK for resale to NEXTLINK's Customers who are subscribers to the Withdrawn Service either from CBT or NEXTLINK at the time so classified (subject to the provisions of **Section 10.3.1** if such Withdrawn Service was previously classified as a Grandfathered Service) until the date such service is discontinued. Nothing in this **Section 10.3.2** shall prevent NEXTLINK from taking a position before any regulatory body or court of law in opposition to any such withdrawal of service by CBT.

10.3.3 Each Party acknowledges that Resale Services shall be available to NEXTLINK on the same basis as offered by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Services, including CBT's retail Customers and other resellers of CBT's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by CBT to itself or to any subsidiary, affiliate or any other person, including CBT's retail Customers, and (ii) to the same extent as CBT's retail Telecommunications Services are subject to the availability of facilities.

10.4 Additional Charges for Resale Services. In addition to the rates set forth in the Pricing Schedule, NEXTLINK shall pay CBT (i) for any applicable tariffed charges or fees, if any, incident to the establishment or provision of the Resale Services requested by NEXTLINK, including channel charges, initial non-recurring charges and construction charges, and (ii) the applicable non-discounted end user common line charge, as set forth in F.C.C. No. 35, Section 4, as well as any other non-discounted end-user charges which may be set forth in Commission regulations.

10.5 Restrictions on Resale Services.

10.5.1 Unless provided by the Commission, NEXTLINK may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from CBT. The same restrictions which apply to CBT's Retail Services will also apply to those same services when offered for resale.

10.5.2 In the case of promotional offerings, CBT shall apply the wholesale discount to the ordinary rate for a retail service, rather than a special promotional rate, only if:

- (a) Such promotions involve rates that will be in effect for no more than a total of ninety (90) cumulative days over any six (6) month period; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation.

10.5.3 Notwithstanding the foregoing, CBT is not required to offer the promotional rate to NEXTLINK during the first ninety (90) days of a promotion that is in effect for more than ninety (90) days within any six (6) month period. If the promotion is in effect for more than ninety (90) days within any six (6) month period, CBT is required to offer the promotion to NEXTLINK at the promotional rate, less the wholesale discount, for the period of the promotion in excess of ninety (90) days.

10.5.4 Notwithstanding, Section 10.1 and 10.2, the following provisions apply to the resale of certain services.

- (a) **Individual Customer Contracts.** CBT is not obligated to resell customer contracts at a wholesale discount. CBT is obligated to resell contracts at the contract rates.
- (b) **Means-Tested Service.** Means-tested services shall be available for resale only to those customers that qualify for such service. Each carrier will be responsible for funding its own Link-Up benefit and is responsible for applying to NECA to receive compensating funds as CBT currently does.
- (c) **Mandated Discounts.** As to any specific discount that CBT is mandated to offer, CBT is not be obliged to offer the mandated discounted service at the mandated discount rate less any wholesale discount. The underlying services will be made available at the tariffed rates less the wholesale discount rate

10.5.5 The Parties agree that applicable access charges, as established pursuant to methodologies approved by the FCC and/or the Commission, shall apply to Resale Services and shall be collected by CBT.

10.5.6 As provided in the Act, NEXTLINK may not purchase Resale Services unless such services are resold to a person other than NEXTLINK. NEXTLINK may, at its option, purchase from CBT, at wholesale rates, all Telecommunications Services available for resale under the Act and resell at retail rates such Services to its affiliates and subsidiaries pursuant to the terms and conditions of this Agreement. To the extent that CBT provides Resale Services, at wholesale rates, to its affiliates and subsidiaries for internal purposes, NEXTLINK may provide such Resale Services to its affiliates and subsidiaries on the same basis.

10.5.7 CBT may impose additional restrictions on NEXTLINK's sale of Resale Services only as permitted by the Act, the Commission or the FCC.

10.6 New Resale Services; Changes in Provision of Resale Services. CBT shall, via tariff filings notify NEXTLINK of any changes in the terms and conditions under which CBT offers Resale Services, including the introduction of any new features, functions, services or promotions, by serving NEXTLINK with a copy of the tariff filing at the time it is submitted to the Commission. The wholesale rates set forth in the Pricing Schedule shall be adjusted to reflect the appropriate wholesale discount contemporaneous with any retail price change (excluding promotional offerings consistent with **Section 10.5.2**) by CBT.

10.7 Operations Support Systems Functions. CBT shall provide NEXTLINK, upon NEXTLINK's request nondiscriminatory access to CBT's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair and billing, in accordance with the terms and schedules established in the Public Utilities Commission of Ohio's Arbitration Award in Case No. 97-152-TP-ARB, August 14, 1997 ("**Arbitration Award**"). CBT shall provide NEXTLINK advance written notice of any material changes to CBT operating support systems functions.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 Resale Services made available by CBT for resale hereunder shall be equal in quality to that provided by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Service, including CBT's retail Customers. Access to Operations Support Systems functions for ordering provisioning, repair, and maintenance and billing shall be of equivalent function to that provided by CBT to itself, or to any subsidiary, affiliate or any other person to which CBT directly provides such access.

10.8.2 CBT shall provision Resale Services with the same timeliness that such Resale Services are provisioned to CBT's subsidiaries, affiliates or other persons to whom CBT directly provides the Resale Service, including CBT's retail Customers.

10.8.3 CBT shall provide to NEXTLINK equivalent functionality of blocking calls (e.g., 700, 900 and 976) and Billed Number Screening ("**BNS**"), including necessary LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls to the extent that such functionalities are provided to CBT's retail Customers.

10.9 Standard Intervals.

10.9.1 CBT shall provide Resale Services to NEXTLINK (i) in accordance with the standard intervals in **Schedule 10.9**.

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, then CBT shall unbrand or rebrand such features of such offered Resale Service as requested by NEXTLINK for NEXTLINK's Customers via separate trunk groups, line class codes or any other technically feasible method. If CBT demonstrates to the Commission that it cannot comply with NEXTLINK's rebranding request, the Parties may propose to the Commission, for its approval, an alternative solution (e.g., unbranding). Requests for additional customized routing shall be done via the BFR process.

10.10.2 Upon NEXTLINK's request, CBT shall make available to NEXTLINK the ability to route:

- (i) Local Directory Assistance calls dialed by NEXTLINK's Customers directly to NEXTLINK Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls dialed by NEXTLINK Customers directly to the NEXTLINK Local Operator Services platform. Such traffic shall be routed over trunk groups between CBT End Offices and the NEXTLINK Local Operator Services platform, using standard Operator Services dialing protocols of 0-, to the extent such routing is technically feasible.

. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit NEXTLINK Customers to dial the same telephone numbers for CBT Directory Assistance and Local Operator Service that similarly situated CBT Customers dial for reaching equivalent CBT services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that CBT shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

10.10.4 NEXTLINK shall not, without CBT's prior written consent, offer any Resale Service to any Customer under any brand name of CBT, its subsidiaries or its affiliates, nor shall NEXTLINK state or imply that there is any joint business association or any similar arrangement with CBT in the provision of Resale Service to NEXTLINK's Customers, except to the extent NEXTLINK deems it necessary to advise its Customers that CBT's personnel will perform work on behalf of NEXTLINK under this Agreement or that some facilities used in provisioning

service are owned and maintained by CBT; provided, however, NEXTLINK shall make no disparaging statements about such facilities or services.

10.10.5 In those instances where NEXTLINK requires CBT personnel to interface directly with NEXTLINK's Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as CBT's employees performing work for NEXTLINK.

10.10.6 CBT shall identify any service call materials, including "no access" cards and time-and-materials invoices furnished during service calls by CBT personnel to NEXTLINK's Customers by using preprinted cards or stickers provided by NEXTLINK, that contain NEXTLINK's name/logo, NEXTLINK's address, and NEXTLINK's customer service telephone number.

10.10.7 In no event shall CBT personnel acting on behalf of NEXTLINK pursuant to this Agreement provide information to any existing NEXTLINK Customer about CBT products or services, unless mutually agreed in writing by the Parties, or disparage NEXTLINK and/or NEXTLINK service or products. Upon an inquiry initiated by the customer, CBT personnel may refer the customer to CBT's business office, but in no instance shall CBT personnel provide written literature.

10.10.8 NEXTLINK shall pay CBT's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this Section 10.10.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. ' 64.1100 to the process for Customer selection of a primary local exchange carrier. CBT shall not require a disconnect order from an NEXTLINK Customer or another LEC in order to process an NEXTLINK order for Resale Service for an NEXTLINK Customer. CBT shall advise NEXTLINK whenever an NEXTLINK Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by CBT. Until the FCC or the Commission adopts final rules and procedures regarding selection of a primary local exchange carrier, NEXTLINK shall deliver to CBT a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by NEXTLINK under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to CBT prior to the first order submitted by NEXTLINK hereunder. NEXTLINK shall retain on file all applicable Documentation of Authorization (as defined in **Schedule 10.11.1**), including letters of agency or any other method permitted by Applicable Law relating to the Customer's selection of NEXTLINK as its primary local exchange carrier. Such documentation shall be available for inspection by a Party or the Commission at its request during Normal Business Hours, when such documentation is at issue.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (“**Unauthorized Switching**”), the Party that initiated the change shall switch that Customer back to the specified Carrier. In the case of unauthorized changes of any Customers to another LEC, the Parties shall follow any Kentucky Public Service Commission Guideline or Regulation in existence and, in any event, shall cooperate to switch the customer back to the specific carrier.

- (b) If CBT reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, CBT agrees to report on NEXTLINK unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event that either (i) the Resale Tariff is withdrawn by CBT or materially revised, or (ii) there is no other Applicable Law relating to Local Exchange Carrier selection disputes, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in **Section 28.3** will be implemented.

10.11.3 When CBT receives an order for Resale Service from NEXTLINK for NEXTLINK's Customer and CBT currently provides resale local exchange Telecommunications Services to another carrier (“**Carrier of Record**”) for the same Customer, CBT shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and NEXTLINK to resolve any issues related to that Customer. NEXTLINK agrees to indemnify and hold CBT harmless against any and all Losses that may result from CBT acting under this **Section 10.11.3** to change a Customer to NEXTLINK at NEXTLINK's direction, if such order is demonstrated to be an Unauthorized Switch.

10.11.4 When notified by NEXTLINK or through the Customer Access Record Exchange system (“**CARE**”) that a Customer has changed its primary interexchange carrier (“**PIC**”) selection only from one IXC to another IXC, CBT shall only provision the PIC change. CBT may modify its process to conform with industry-accepted standards and shall conform with the requirements of the FCC or the Commission. CBT shall bill NEXTLINK, not the end-user customer, for the PIC change charge.

10.12 Functionality Required To Support Resale Service.

10.12.1 Directory Listing Requirements. CBT shall make available to NEXTLINK for NEXTLINK Customers directory listings in accordance with the provisions of **Article XV**.

10.12.2 LEC-Assigned Telephone Calling Card Numbers. Should CBT during the term of this agreement provide LEC assigned telephone calling card numbers, effective thirty (30) days after the date of a Customer's subscription to NEXTLINK's service, CBT will block the

LEC-assigned telephone line calling card number Line Identification Database (“**LIDB**”), unless otherwise agreed to by the Implementation Team.

10.12.3 Telephone Assistance Programs. Upon conversion to NEXTLINK's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. CBT will continue to administer the Telecommunications Assistance Program for the Customer on behalf of NEXTLINK. If NEXTLINK's Customer is newly qualified for a Telecommunications Assistance Program, NEXTLINK must send CBT the necessary qualification documentation.

10.12.4 Special Services. If CBT makes a notation on the Customer Service Records (“**CSR**”) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) (“**Special Services**”), CBT shall provide such data to NEXTLINK on the CSR made available to CBT for its Customers. For usage by an NEXTLINK Customer of a Telephone Relay Service, CBT will provide NEXTLINK with all billing information furnished to CBT by the provider of the Telephone Relay Service.

10.12.5 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.5**.

10.12.6 CBT shall cooperate with NEXTLINK to ensure the continued provision of appropriate services necessary to serve TTY/TDD customers when migrating from one carrier to another.

10.13 Service Functions.

10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, NEXTLINK shall be the primary point of contact for all NEXTLINK Customers.
- (b) Service Referrals. CBT shall refer all questions from any NEXTLINK resale Customer regarding any NEXTLINK service or product directly to NEXTLINK in accordance with the procedures set forth by the Implementation Team. CBT shall use its best efforts so that all CBT representatives who receive such inquiries regarding NEXTLINK services do not in any way disparage or discriminate against NEXTLINK or its products or services and do not provide information about CBT products or services during such Customer contact except as described in **Section 10.10.7**.
- (c) Customer Contact Employee Training. CBT shall provide training for all its employees who may communicate, either by telephone or face to face, with NEXTLINK Customers so that the requirements of this Agreement are met. Furthermore, the same quality standards that CBT requires of its employees

when contacting an CBT Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with NEXTLINK Customers.

10.13.2 Access To Operations Support Systems Functions C Provisioning.

- (a) Pre-Ordering, Ordering and Provisioning. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with Resale Services. The interface will be administered through gateways that will serve as points of contact for the transmission of such data. These gateways will provide for equivalent functionality for pre-ordering, ordering and provisioning (as such items are defined in this Section 10.13.2) as CBT uses in its provision of retail services for the above functions. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (“ATIS”), Telecommunications Industry Forum (“TCIF”), Electronic Data Interchange (“EDI”) Customer Service Guideline, issue 7, (LSOG Version 1.0), and provide the functionality described in **Schedule 10.13.2.**
- (b) Service Ordering and Provisioning. Service Orders will be placed by NEXTLINK and provisioned by CBT in accordance with the procedures described in this **Section 10.13.** Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. ' 64.1100 and **Section 10.9.1.**
- (c) Provisioning Support. CBT shall provide provisioning support to NEXTLINK on the same basis CBT provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (d) Status Reports. After receipt and acceptance of a Service Order, CBT shall provide NEXTLINK with service status notices on an exception basis.
- (e) Engineering Support. When requested by NEXTLINK, CBT shall provide timely engineering support. NEXTLINK shall pay CBT for the use of its engineering services at charges previously agreed to by NEXTLINK.
- (f) Requests for Service Changes. Where CBT provides installation, CBT's representatives shall inform an NEXTLINK Customer to contact NEXTLINK if such Customer requests a service change at the time of installation.
- (g) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, CBT may not initiate any disconnect, suspension or termination of an NEXTLINK Customer's Resale Service, unless directed to do so by NEXTLINK by transmission of a Service Order or CBT's receipt of proper

authorization to change such Customer's primary local exchange carrier to a carrier other than NEXTLINK.

10.13.3 Access to Operations Support Systems Functions C Maintenance.

- (a) Maintenance and Repair. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through gateways that will serve as a points of contact for the transmission of such data. These gateways will provide for equivalent functionality for maintenance and repair (as such items are defined in this Section 10.13.3) as CBT uses for maintenance and repair of its retail services.
- (b) Maintenance. Maintenance will be provided by CBT and in accordance with the requirements set forth in **Sections 10.7** and **10.8** and **Schedule 10.13**.

10.14 Responsibilities of NEXTLINK.

10.14.1 NEXTLINK shall be responsible for providing to its Customers and to CBT a telephone number or numbers that NEXTLINK's Customers can use to contact NEXTLINK in the event of service or repair requests. If NEXTLINK's Customers contact CBT with regard to such requests, CBT shall inform such Customers that they should call NEXTLINK and will provide NEXTLINK's contact number to such Customers.

10.14.2 NEXTLINK shall provide CBT with accurate and complete information regarding NEXTLINK's Customers in a method reasonably prescribed by CBT to allow CBT to keep its Emergency Telephone Number Service database updated, if CBT maintains such a database.

10.14.3 Prior to the Effective Date, NEXTLINK shall have received and communicated to CBT its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code and its Operating Company Number.

10.14.4 At the time NEXTLINK requests CBT to make Resale Services available to NEXTLINK, NEXTLINK shall provide CBT written notice of the manner in which NEXTLINK will provide Operator Services and Directory Assistance services to its Customers. If NEXTLINK elects not to purchase CBT's Operator Service and Directory Assistance services, such written notice shall be provided to CBT not less than ninety (90) days before CBT provides Resale Services to NEXTLINK. Thereafter, if NEXTLINK elects to provision Operator Services and Directory Assistance services in another manner, NEXTLINK shall provide CBT not less than ninety (90) days written notice of its intent to do so.

10.15 Responsibilities of CBT. CBT shall provide access to the following services where CBT is the underlying E9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service that includes lines and equipment necessary for answering,

transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.

- (ii) Enhanced E9-1-1 (“**E9-1-1**”) service, provides for routing of all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls, as well as additional features, such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAPs serving Customers within that Central Office area.
- (iii) 911 call routing to the appropriate PSAP. CBT shall provide and validate NEXTLINK Customer information to the PSAP. CBT shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the NEXTLINK Customer service information in the ALI/DMS (“**Automatic Location Identification/Data Management System**”) used to support E9-1-1 services.

Both NEXTLINK and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 911 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.16 Exchange of Billing Information.

10.16.1 CBT shall provide NEXTLINK a specific Daily Usage File (“**DUF**”) for Resale Services provided hereunder (“**Customer Usage Data**”). Such Customer Usage Data shall be recorded by CBT in accordance with EMR Standards. CBT will review the implementation of new standards as appropriate. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic that CBT currently records, in EMR format, for each individual Resale Service and shall include sufficient detail to enable NEXTLINK to bill its Customers for Resale Services provided by CBT. CBT will provide to NEXTLINK, in Schedule 10.16, detailed specifications that will enable NEXTLINK to develop an interface for the exchange of Customer Usage Data. Procedures and processes, including, but not limited to, those set forth on Schedule 10.16, for implementing the interface will be addressed by the Implementation Team.

Except as provided in Section 10.16.4, no other detailed billing shall be provided by CBT to NEXTLINK.

10.16.2 Interexchange call detail forwarded to CBT for billing, which would otherwise be processed by CBT, will be returned to the IXC and will not be passed through to NEXTLINK. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. If NEXTLINK does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

10.16.3 NEXTLINK shall be responsible for providing all billing information to its Customers who purchase Resale Services from NEXTLINK.

10.16.4 CBT shall bill NEXTLINK for Resale Services provided by CBT to NEXTLINK pursuant to the provisions of **Article XXVII**. CBT shall recognize NEXTLINK as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to NEXTLINK. The bill will include sufficient data to enable NEXTLINK to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

10.17 Use of Service.

10.17.1 NEXTLINK, and not CBT, shall be responsible to ensure that its and its Customers' use of the Resale Services complies at all times with Applicable Law. CBT may refuse to furnish or may disconnect Resale Services of NEXTLINK or, as appropriate, to an NEXTLINK Customer when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) CBT is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CBT 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.

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to NEXTLINK or as ordered by a court.

10.17.3 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to CBT the written finding of a judge, then upon written request of NEXTLINK and agreement to pay restoral of Resale Service charges and other applicable charges, CBT shall promptly restore such Resale Service.

10.17.4 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. § 227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and that are calling party- or called party-controlled, are expressly prohibited.

10.17.5 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or CBT's Customers.

10.17.6 If NEXTLINK's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or of NEXTLINK's or CBT's Customers, NEXTLINK shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

ARTICLE XI NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes to Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide six (6) month advance written notice of such change to the other Party within such time period in accordance with the Commission's Local Service Guidelines and applicable FCC rules and regulations.

ARTICLE XII COLLOCATION -- SECTION 251(c)(6)

12.1 Physical Collocation. CBT shall provide to NEXTLINK Physical Collocation on its Premises for equipment necessary for Interconnection or for access to unbundled Network Elements, except that CBT will provide for Virtual Collocation or Adjacent Collocation of such equipment if Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CBT shall provide NEXTLINK Collocation only for the purpose of Interconnection or access to CBT's Network Elements.

12.1.1 Such Collocation Space, of a size and dimension which is specified by NEXTLINK and agreed to by CBT, may be enclosed or unenclosed at NEXTLINK's sole discretion unless expressly prohibited by local statute, ordinance, or regulation. If NEXTLINK elects to enclose the Collocation Space, CBT, or, at NEXTLINK's option, a CBT approved Certified Vendor, will design and construct, at NEXTLINK's expense and pursuant to specifications agreed to by the Parties, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to CBT's use.

12.1.2 Upon request of NEXTLINK, CBT shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. CBT will inform NEXTLINK of the types of enclosures available in its application response. NEXTLINK must provide the local CBT building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, or as specified in **Section 12.5.7**, CBT will not access NEXTLINK's locked enclosure prior to notifying NEXTLINK.

12.1.3 At NEXTLINK's option and expense, CBT will permit the installation of lockable cabinets for NEXTLINK's use in NEXTLINK's collocation space.

12.1.4 NEXTLINK may share space in its Collocation Space with third parties so long as such third parties are using such space for interconnection with CBT or for access to

CBT's unbundled network elements and agree to abide by the same terms and conditions as apply to NEXTLINK.

12.1.5 NEXTLINK may share space with other parties that have obtained collocation space from CBT so long as such space is used for collocation with CBT or for access to CBT's unbundled network elements.

12.1.6 CBT shall not impose any minimum square foot requirements for Collocation Space upon NEXTLINK. NEXTLINK may request Collocation Space in increments as small as a single bay of equipment.

12.1.7 CBT shall permit NEXTLINK to collocate in any unused space in a CBT Premises. CBT may not require NEXTLINK to obtain Collocation Space solely in a separate, segregated common collocation area(s) in a CBT Premises.

12.1.8 In the event that NEXTLINK's request for collocation in a particular CBT Central Office is denied, NEXTLINK, at its request, will be permitted to tour the entire Premises, without charge, to verify lack of space in that particular CBT Central Office.

12.1.9 In the event that space is exhausted in a particular CBT Central Office, CBT agrees, upon receipt of a written request from NEXTLINK, to allow NEXTLINK to use adjacent collocation. In providing adjacent collocation to NEXTLINK, CBT shall permit NEXTLINK to construct or otherwise procure adjacent facilities in a building, controlled environmental vault or similar structure, to the extent technically feasible at a CBT Premises. CBT shall further permit NEXTLINK to cross-connect its equipment located in an adjacent collocation arrangement to CBT facilities, including without limitation unbundled loops, in the CBT central office. CBT and NEXTLINK agree to negotiate in good faith any additional rates terms and conditions, if necessary, for such adjacent collocation and to complete such negotiations within thirty (30) days of a NEXTLINK request to CBT to commence such negotiations.

12.1.10 Within ten (10) Business Days of CBT having first determined in response to a request for collocation that one of its Premises has no space available for physical collocation, CBT will post this information on a publicly accessible Internet web site that indicates the CBT Premises that lack space for physical collocation.

12.1.11 CBT will take collocator demand for space into account when renovating existing facilities and constructing or leasing new facilities, and shall indicate the amount of any such space that will be made available to collocators. If CBT determines that no collocation space is available, upon reasonable request by NEXTLINK, CBT will remove any obsolete unused equipment, if necessary to provide NEXTLINK with Collocation Space. CBT shall be permitted to recover the cost of removal and/or relocation of such equipment if CBT incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

12.1.12 **Microwave Collocation.** Where technically feasible, CBT will provide for physical collocation of NEXTLINK's microwave equipment, on the roof of CBT's Central Office Buildings according to the terms and conditions in **Schedule 12.1.12**. Such equipment will be limited to only that which is necessary for interconnection of NEXTLINK's network facilities to CBT's network or access to CBT's unbundled network facilities and to CBT's Network Elements. A request for Microwave Collocation must be accompanied by a request for physical collocation at the same location.

12.2 Virtual Collocation in Physical Collocation Space. Where NEXTLINK is Virtually Collocated on the Effective Date in a space that was prepared for Physical Collocation, NEXTLINK may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to CBT's applicable tariffs or (ii) revert to Physical Collocation, in which case NEXTLINK shall coordinate with CBT for rearrangement of its transmission equipment and facilities, for which CBT shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. Where NEXTLINK is Virtually Collocated in a space that was initially prepared for Virtual Collocation, NEXTLINK may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to the terms of this Agreement and applicable tariffs or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case NEXTLINK shall coordinate with CBT the construction and rearrangement of its transmission equipment and facilities, for which NEXTLINK shall pay CBT at the rates set in the Pricing Schedule. In such case, CBT will transfer title to the transmission equipment previously dedicated to NEXTLINK's use upon reimbursement for unrecovered equipment costs, if any. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation. Collocation shall be made available to NEXTLINK by CBT on a basis that is at parity to the priorities that CBT provides to other persons. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to NEXTLINK under this Agreement shall be at parity to that which CBT provides in its network to itself, its subsidiaries, its affiliates or other persons.

12.5 Eligible Equipment.

12.5.1 NEXTLINK may Collocate equipment used for Interconnection, or access to CBT's Network Elements, including, but not limited to the following types of equipment:

- (a) OLTM equipment;
- (b) Multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;

- (e) Digital Loop Carrier, including Next Generation Digital Loop Carrier;
- (f) Data voice equipment;
- (g) Equipment used to facilitate hubbing architectures (e.g., SONET terminating equipment used for hubbing);
- (h) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402;
- (i) equipment used for signal regeneration functions;
- (j) digital access cross-connect systems (“DACs”);
- (k) Digital Subscriber Line Access Multiplexers (“DSLAMs”);
- (l) ADSL Transceiver Units (“ATUs”);
- (m) Routers; and
- (n) remote switch modules.

12.5.2 For a Virtual Collocation arrangement, NEXTLINK may designate the make/model and vendor of the equipment necessary for interconnection or access to unbundled network elements. Such equipment must meet the network compatibility standards agreed to by NEXTLINK and CBT. NEXTLINK shall be responsible for ordering sufficient quantities of maintenance spares to allow CBT to maintain and repair the NEXTLINK-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.3 Restrictions. NEXTLINK shall not be permitted to collocate equipment if used solely for switching or to provide enhanced services. All collocated equipment must comply with BellCore Network Equipment Building Systems (NEBS) Level 1 safety requirements.

12.5.4 Subject to the terms and conditions of this agreement, CBT shall not restrict the types or vendors of equipment to be installed in virtual and physical collocation, unless CBT demonstrates a specific and significant network reliability concern associated with providing interconnection or access at a particular point. CBT shall not apply safety or engineering standards to the collocation of NEXTLINK equipment that are more stringent than the safety or engineering standards that CBT applies to its own equipment. If CBT denies NEXTLINK permission to collocate specific equipment in a premises where NEXTLINK is collocated, CBT shall provide to NEXTLINK a written notice of such denial that provides the safety and engineering standard applied by CBT and the reasons that the specific equipment does not meet the CBT standard. Upon NEXTLINK’s request, within five (5) days of the denial, CBT shall provide to NEXTLINK a list of all equipment that CBT has deployed on those premises, together with an affidavit attesting that all

of the equipment CBT has deployed meets or exceeds the safety and engineering standard applied to NEXTLINK's equipment.

12.5.4.1 NEXTLINK shall be responsible for ordering sufficient quantities of maintenance spares for virtually collocated equipment to allow CBT to maintain and repair the NEXTLINK-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.5 NEXTLINK will be responsible for the payment for all reasonable costs incurred by CBT resulting from NEXTLINK's choice of equipment in physical and virtual collocation. The costs may include (as applicable), but are not limited to:

- (a) the training of CBT's employees for the installation, maintenance, repair, and operation of virtually collocated equipment if the equipment is different from (i) the equipment CBT uses in its network, or (ii) the equipment another virtual interconnector uses in that particular virtual collocation location; and
- (b) the required modification of CBT's facilities to accommodate NEXTLINK's interconnection equipment for physical and/or virtual collocation.

12.5.6 NEXTLINK may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more CBT Central Offices destined for termination at another CBT Central Office.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, NEXTLINK may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from CBT or provide its own or third-party leased fiber optic transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CBT's Premises.

12.7 Interconnection with other Collocated Carriers. CBT shall permit NEXTLINK to Interconnect its network with that of another collocating Telecommunications Carrier at CBT's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities ("Co-Carrier Cross-Connect") so long as (i) NEXTLINK's and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with CBT or for access to CBT's Network Elements (except that the Parties acknowledge that NEXTLINK may Collocate equipment necessary to connect to such other collocating Telecommunications Carrier (i.e., a multiplexer) that may not be directly connected to CBT for access to CBT's Network Elements but will connect at some point to CBT's network); and (ii) the connecting transmission facilities of NEXTLINK and the other collocating Telecommunications Carrier are contained wholly within CBT's Premises. NEXTLINK shall provide written notice to CBT of its intent to interconnect its network with that of another collocating Telecommunications Carrier at CBT's premises and specify that NEXTLINK shall (i) provide the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with CBT's technical and engineering requirements, or (ii) request CBT to provide the

connection for NEXTLINK at rates set in accordance with the Act. In the event that such Co-Carrier Cross-Connect is used to connect with the Virtual Collocation equipment of NEXTLINK or another Telecommunications Carrier, CBT shall provide the Cross-Connect on an individual case basis at rates set in accordance with the Act.

12.8 Interconnection Points and Cables.

12.8.1 CBT shall provide NEXTLINK an Interconnection point or points physically accessible by both CBT and NEXTLINK, at which the fiber optic cable (or other necessary facility as per NEXTLINK's Bona Fide Request) carrying NEXTLINK's circuits can enter CBT's Premises; provided that CBT shall designate Interconnection Points as close as reasonably possible to CBT's Premises.

12.8.2 CBT shall provide at least two (2) such Interconnection points at CBT's Premises at which there are at least two (2) entry points for NEXTLINK's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points.

12.9 Allocation of Collocation Space.

12.9.1 NEXTLINK may reserve Collocation space for its future use in CBT's Premises in accordance with the provisions of this section. CBT shall notify NEXTLINK in writing if another Telecommunications Carrier requests Collocation space that is reserved by NEXTLINK. NEXTLINK shall, within five (5) Business Days of receipt of such notice, provide CBT either (i) written notice that NEXTLINK relinquishes such space, or (ii) enforce its reservation of space in accordance with this section. Failure of NEXTLINK to respond to CBT within the foregoing five (5) Business Day period shall be deemed an election by NEXTLINK to relinquish such space.

12.9.2 Space for Physical Collocation may be reserved on the following basis:

12.9.2.1 NEXTLINK may reserve additional space in a CBT Central Office in which it has (or is ordering) Physical Collocation for permitted telecommunications-related equipment.

12.9.2.2 A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system ("Reservation Charge").

12.9.2.3 The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of CBT by NEXTLINK in the particular Central Office.

12.9.2.4 The reservation takes a priority based on the time at which it is made.

12.9.2.5 In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized by date. The holders(s) of the lowest-priority reservation(s) that, when considering all higher-priority

reservations, still represent(s) available space sufficient to fill the order(s) for Physical Collocation (each, an “Option Party”) will be given the option of “enforcing” or relinquishing its (their) reservation(s). In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reserved space (in lieu of the non-recurring Reservation Charge) and occupying such space within the time limits specified in Section 12.12.11. The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next-higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

12.9.2.6 If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the time CBT received the reactivation reservation and payment of another Reservation Charge. The holder(s) of the reservation(s) with the next-higher priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

12.9.2.7 The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

12.9.2.8 CBT may reserve space in a Central Office on the following conditions:

- (a) The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service, including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
- (b) The total amount of space reserved cannot exceed the amount of space CBT is currently using in the Central Office.

12.9.2.9 CBT shall enforce its reservation in the same manner in which NEXTLINK and other collocating Telecommunications Carriers shall be required to enforce their reservations.

12.9.3 CBT shall not be required to lease or construct additional space in a Premises to provide NEXTLINK Physical Collocation when existing space in such Premises has been exhausted.

12.9.4 NEXTLINK will provide CBT with a two (2)-year rolling forecast of its estimated requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties. By the end of the third Contract Month after the Effective Date, NEXTLINK and CBT shall jointly develop a planning process for meeting NEXTLINK's space and intraoffice facility requirements, which shall include the procedures to be followed for the NEXTLINK quarterly forecast of anticipated additional power requirements. CBT will attempt to deliver Collocation pursuant to NEXTLINK's forecasts to the extent that Collocation space is then available.

12.10 Protection of Service and Property. Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees and agents agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services.

12.10.1 NEXTLINK shall comply at all times with reasonable security and safety procedures and existing requirements that are established by CBT and communicated to NEXTLINK.

12.10.2 CBT shall limit access to its Central Offices to only those individuals to whom (i) CBT has provided keys, or (ii) CBT has provided the access code for card readers where card readers are the sole means of entry into such Central Offices, as the case may be.

12.10.3 If NEXTLINK elects to enclose the Physical Collocation Space, access to NEXTLINK's Collocation Space shall be limited by CBT and NEXTLINK (i) to employees, agents, contractors, subcontractors, or other representatives of NEXTLINK, (ii) if applicable, to a NEXTLINK sub-lessee and such sub-lessee's employees, agents, contractors, subcontractors or other representatives, and (iii) to CBT employees, agents, and contractors to the extent they have the right to access NEXTLINK's Physical Collocation Space pursuant to this Agreement.

12.10.4 If NEXTLINK elects not to enclose the Physical Collocation Space (cageless collocation) and the space is in a separate collocation area within the CBT Premises, access to the area in which NEXTLINK's Physical Collocation Space is located shall be limited by CBT and NEXTLINK (i) to employees, agents, contractors, subcontractors, or other representatives of NEXTLINK and any other telecommunications carrier (including, if applicable, any sub-lessee of NEXTLINK), its agents, contractors, subcontractors or other representatives of such telecommunications carrier, collocating equipment in the same common collocation area as NEXTLINK, and (ii) to CBT employees, agents, and contractors to the extent they have the right to access NEXTLINK's Collocation Space pursuant to this Agreement.

12.10.5 If NEXTLINK elects not to enclose the Physical Collocation Space (cageless collocation) and the space is in unused space (not restricted to a separate collocation area) within a CBT Premises, access to the area in which NEXTLINK's Physical Collocation Space is located shall not be limited by CBT beyond the customary security arrangements that CBT maintains

with respect to its own employees, agents, contractors, subcontractors or other representatives.

12.10.6 CBT shall allow NEXTLINK (i) for NEXTLINK's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to spaces that house or contain NEXTLINK equipment or equipment enclosures and CBT shall furnish NEXTLINK with keys, entry codes, lock combinations, and other materials or information that may be needed to gain entry into any secured NEXTLINK space, and (ii) for NEXTLINK's Virtual Collocated space, access during the applicable Premises' Normal Business Hours to inspect or observe NEXTLINK equipment.

12.10.7 CBT shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that CBT secures external access to spaces that house CBT's equipment.

12.10.8 Alterations. In no case shall NEXTLINK or any person acting on behalf of NEXTLINK make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the CBT Central Office without the written consent of CBT, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by NEXTLINK.

12.11 Subcontractor and Vendor Approval. NEXTLINK shall select an equipment installation vendor which has been approved as a CBT Certified Vendor to perform all engineering and installation work required in the Physical Collocation Space. CBT shall provide NEXTLINK with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing NEXTLINK's equipment and components, performing operational tests after installation is complete, and notifying CBT's equipment engineers and NEXTLINK upon successful completion of installation. The Certified Vendor shall bill NEXTLINK directly for all work performed pursuant to this Agreement and CBT shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. CBT shall consider, and shall not unreasonably deny, certifying NEXTLINK as a Certified Vendor.

12.12 Delivery of Collocated Space.

12.12.1 CBT shall provide NEXTLINK with a single point of contact for all inquiries regarding Collocation. NEXTLINK shall request space for Collocation by delivering a written request to CBT. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities NEXTLINK will require for such space, (iv) the equipment to be housed in such space, (v) NEXTLINK's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate NEXTLINK's Collocated equipment, (vii) the specific level of diversity for fiber (or other facility as per NEXTLINK's Bona Fide Request) and power cabling to and from the Collocated space and (viii) the date on which NEXTLINK intends to initiate service from such space.

12.12.2 For up to 5 applications submitted within a 15 day period, CBT shall notify NEXTLINK in writing within ten (10) Business Days of receiving NEXTLINK's request for

Collocation as to whether the requested space is available. For more than 5 applications submitted within a 15 day period, the response interval shall be negotiated by the Parties. If space is not available for Physical Collocation, CBT shall specify in its notice to NEXTLINK when space for Physical Collocation will be made available to NEXTLINK and shall offer to NEXTLINK Adjacent Collocation or Virtual Collocation Space. Upon request by NEXTLINK, CBT shall provide to NEXTLINK, information concerning the amount of space available in a specific premises; the number of existing collocators; and information regarding CBT plans, if any, to make additional space available for collocation in the specific premises.

12.12.3 Should CBT determine that the amount of space available is less than that requested by NEXTLINK or is differently configured, NEXTLINK has the option of applying for this space by amending its application to reflect the actual space available. In such event, CBT will provide a response to the amended application within the applicable response interval pursuant to Section 12.12.2.

12.12.4 Delivery of Physical Collocation Space.

12.12.4.1 If space for Physical Collocation is immediately available at the time of NEXTLINK's request, CBT shall include in its notice to NEXTLINK (i) the space to be provided and (ii) when CBT can deliver the space to NEXTLINK.

12.12.4.2 Upon receiving the written notification of the availability of Collocation space from CBT, NEXTLINK shall send written verification whether it still requires each Collocation space requested on NEXTLINK's application for which space is available. This written verification is NEXTLINK's firm order for service for each Collocation space requested.

12.12.4.3 CBT and NEXTLINK shall have a joint planning meeting (which may be held by telephone) and, at NEXTLINK's option, an initial walkthrough of such space, within ten (10) Business Days after CBT's receipt of NEXTLINK's firm order. CBT shall, within ten (10) Business Days after such joint planning meeting and/or initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of NEXTLINK that will be billed as extraordinary expenses and provide for a parallel installation sequence. At such meeting, the Parties will agree to the design of the collocation space and the equipment configuration requirements.

12.12.4.3.1 In the event NEXTLINK materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to CBT in writing and a firm order date reestablished.

12.12.4.3.2 The Collocation Space completion time period and the turn over date will be provided to NEXTLINK during the joint planning meeting or as soon as possible thereafter. The Collocation Space completion time period and the Turn Over date must comply and be consistent with the intervals set forth in this agreement.

12.12.4.3.3 CBT will complete all design work following the joint planning meeting. If CBT needs to reevaluate NEXTLINK's application as a result of

changes requested by NEXTLINK to NEXTLINK's original application, then CBT will charge NEXTLINK a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require NEXTLINK to resubmit the application with an application fee.

12.12.4.4 Within ten (10) Business Days after the joint planning meeting and/or initial walkthrough, CBT shall provide to NEXTLINK a written proposal that covers NEXTLINK's requirements for the space and details the associated requirements and the applicable charges required to meet NEXTLINK's specific request and the expected service date.

12.12.4.5 NEXTLINK will be responsible for a pro-rata share of any Central Office Buildout Costs and extraordinary costs (collectively "COBO Charges"), as determined in accordance with the Act, incurred by CBT to prepare the Collocation space for the installation of NEXTLINK's equipment, and for extraordinary costs to maintain the Collocation space for NEXTLINK's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. CBT will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs, as determined in accordance with the Act, will be provided to NEXTLINK.

12.12.4.6 NEXTLINK shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to CBT. NEXTLINK's written verification shall be accompanied by NEXTLINK's payment of forty percent (40%) of all applicable COBO Charges (the "Initial COBO Payment"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Upon receipt of NEXTLINK's signed proposal and initial COBO payment, CBT will begin the work and charge NEXTLINK for the actual time and material needed to complete the modifications.. In no case will actual charges exceed those estimated by more than ten percent (10%). Delayed payment of the Initial COBO Payment may delay the actual service date. Material changes (e.g., increase in floor space or additional equipment added) to the request may require additional application(s) by NEXTLINK and additional response(s) prepared by CBT. Such material changes shall toll the interval for construction while the additional response is being prepared.

12.12.4.7 So long as NEXTLINK has a satisfactory credit rating with CBT for the twelve (12)-month period preceding the date of NEXTLINK's request for Collocation, NEXTLINK shall pay the COBO charges as follows:

Initial COBO Payment:	40% of COBO charges
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Delivery by CBT of confirmation that construction of space is fifty percent (50%) complete:	40% of COBO charges
Completion of space conditioning:	20% of COBO charges

If NEXTLINK's credit rating is not satisfactory within the aforementioned period, NEXTLINK's method of payment of the COBO charges shall be in accordance with the provisions of CBT's applicable tariff.

12.12.5 CBT shall deliver to NEXTLINK the requested space on or before the later of (i) one hundred twenty (120) days from CBT's receipt of NEXTLINK's request for Collocation, (ii) one hundred twenty (120) days from the receipt of NEXTLINK's Initial COBO Payment and (iii) such other reasonable completion date if it is not feasible for CBT to deliver to NEXTLINK such space within the foregoing intervals based upon force and load conditions at the time of NEXTLINK's request for Collocation (such date of delivery referred to as the "Delivery Date").

12.12.6 CBT shall provide positive confirmation to NEXTLINK when construction of NEXTLINK Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.

12.12.7 If CBT does not provide NEXTLINK with its Collocated space by the Delivery Date and such delay is caused directly by CBT's actions or its failure to act (and not by a NEXTLINK Delaying Event), NEXTLINK shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.

12.12.8 After completion of construction but prior to occupancy, NEXTLINK and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction by CBT of any exceptions noted by NEXTLINK, from NEXTLINK's original request for collocation (as modified by any changes requested by NEXTLINK), shall be at CBT's expense and shall be subject to an additional walk through and acceptance by NEXTLINK.

12.12.9 NEXTLINK shall pay the incremental cost incurred by CBT as the result of any NEXTLINK Change Order applicable to construction of Physical Collocation space.

12.12.10 CBT may begin billing NEXTLINK for recurring charges for the Collocated space on the Occupancy Date, which shall mean the date on which (i) the Parties have completed the acceptance walkthrough of NEXTLINK's Physical Collocation Space and (ii) no material exceptions for such space have been noted or remain outstanding.

12.12.11 NEXTLINK shall vacate the Collocated space if another eligible carrier has requested collocation and no other space is available to fulfill such request and either (x) NEXTLINK fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (y) NEXTLINK fails to Interconnect to the CBT network within one hundred and fifty (150) days of the

Occupancy Date. If NEXTLINK is required to vacate the space pursuant to this section, NEXTLINK shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, NEXTLINK still requires Collocation in that Premises, NEXTLINK shall be required to submit a new request for Collocation.

12.12.12 The Parties shall identify at least one contact for each Party, including name(s) and telephone number(s), responsible for the following areas relating to Collocation:

1. Engineering;
2. Physical and Logical Security;
3. Provisioning;
4. Billing;
5. Operations;
6. Site and Building Managers; and
7. Environmental and Safety.

12.12.13 The Parties shall also establish an escalation process which includes names, telephone numbers and escalation order for each Party in order to resolve disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

12.13 Terms of Collocation. Collocation will be subject to the following provisions:

12.13.1 Each Party will be responsible for notifying the other Party of any significant outages of a Party's equipment that could impact any of the services offered by the other Party and provide estimated clearing time for restoration.

12.13.2 The Parties shall coordinate to ensure that services are installed in accordance with the service request.

12.13.3 Each Party is responsible for testing, if necessary, with the other Party to identify and clear a trouble when the trouble has been sectionalized (isolated) to a service provided by that Party.

12.13.4 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, NEXTLINK shall obtain CBT's written approval of NEXTLINK's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities, which approval shall not be unreasonably withheld or delayed. CBT may make reasonable request for additional information before granting approval and may reasonably require scheduling changes. NEXTLINK shall indicate on the drawings provided by CBT, pursuant to **Section 12.15**, NEXTLINK's plans for equipment to be installed in the Collocation space prior to commencing installation.

12.13.5 CBT shall have the right to inspect NEXTLINK's completed installation of equipment and facilities prior to NEXTLINK turning up such equipment and facilities. NEXTLINK shall provide written notification to CBT when NEXTLINK has completed its installation of equipment and facilities in the Collocation space, and CBT shall, within five (5)

Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify NEXTLINK that CBT is not exercising its right to inspect such Collocation space at that time and that NEXTLINK may turn up its equipment and facilities. Failure of CBT to either inspect the Collocation space or notify NEXTLINK of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CBT not to inspect such Collocation space. NEXTLINK shall have the right to be present at such inspection, and if NEXTLINK is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of NEXTLINK's Collocated equipment and facilities, NEXTLINK shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

12.13.6 CBT shall have the right to make periodic inspections of NEXTLINK's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. CBT will notify NEXTLINK in writing not less than five (5) Business Days in advance of such inspections, and NEXTLINK shall have the right to be present at the time of such inspection. If NEXTLINK is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of NEXTLINK's Collocated equipment and facilities, NEXTLINK must modify its installation to achieve compliance.

12.14 Terms of Virtual Collocation.

12.14.1 If NEXTLINK requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and NEXTLINK elects Virtual Collocation, and such Virtual Collocation is available at the time of NEXTLINK's request, CBT shall include in its notice to NEXTLINK (i) the space to be provided and (ii) when CBT can deliver the space to NEXTLINK.

12.14.2 CBT and NEXTLINK will have an initial walkthrough of the Collocated space to be provided to NEXTLINK for Virtual Collocation on the date that is the earlier of (i) ten (10) Business Days after CBT's verification of the Virtual Collocation space to be provided to NEXTLINK and (ii) fourteen (14) calendar days after CBT's receipt of NEXTLINK's request for Virtual Collocation.

12.14.3 CBT shall deliver to NEXTLINK the requested space on or before the later of (i) seventy-five (75) days from CBT's receipt of NEXTLINK's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to NEXTLINK such space within seventy-five (75) days (such date of delivery referred to as the "Delivery Date") and CBT notified NEXTLINK of this fact within ten (10) Business Days from CBT's receipt of NEXTLINK's request.

12.14.4 Virtual Collocation space requested by NEXTLINK will be made available to NEXTLINK by CBT, as follows:

12.14.4.1 CBT shall allow periodic inspections of Virtual Collocation space where NEXTLINK equipment is located upon reasonable advance notification.

12.14.4.2 CBT shall ensure that all applicable alarm systems (e.g., power) that support NEXTLINK equipment are operational and the supporting databases are accurate so that

equipment that is in alarm will be properly identified and notification shall be sent to NEXTLINK as soon as reasonably possible.

12.14.4.3 Virtual Collocation shall be provided in accordance with the terms and conditions of Tariff F.C.C. No. 35, Section 17.11, provided, however, if any provision of such tariff is inconsistent with the Act, the Act shall govern.

12.14.4.4 CBT shall provide positive confirmation to NEXTLINK when construction of NEXTLINK Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date.

12.14.4.5 After completion of construction and on or before the Delivery Date, NEXTLINK and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction by CBT of any exceptions noted by NEXTLINK, from NEXTLINK's original request for collocation (as modified by any changes requested by NEXTLINK), shall be at CBT's expense and shall be subject to an additional walk through and acceptance by NEXTLINK.

12.15 Common Requirements. The following requirements shall be applicable to both Physical and Virtual Collocation:

12.15.1 CBT shall provide interoffice, point-to-point facilities (e.g., DS0, DS1, DS3, OC3, OC12, and OC48), where available, as required by NEXTLINK to meet NEXTLINK's needs for placement of equipment, interconnection, or provision of service. NEXTLINK may purchase either (i) Dedicated Transport from CBT, or (ii) the functional equivalent of Dedicated Transport from another source, for the purpose of transporting traffic between a NEXTLINK Collocation Space and any other location specified by NEXTLINK, including without limitation CBT Central Office(s), other CBT locations, or any NEXTLINK or third party network facilities. NEXTLINK may order such interoffice facilities prior to CBT turning over the Collocation Space to NEXTLINK. CBT shall provide to NEXTLINK all numbers and information necessary for NEXTLINK to submit on its orders for network elements or tariffed services, including Carrier Facility Assignment.

12.15.2 CBT shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.

12.15.3 NEXTLINK may provide telecommunications for its own internal use to the Collocated space. Upon request of NEXTLINK, CBT will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

12.15.4 CBT shall provide adequate lighting, ventilation, power, heat, air conditioning and other environmental conditions for NEXTLINK's space and equipment having the size and capacity agreed upon by NEXTLINK and CBT. These environmental conditions

shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

12.15.5 CBT shall provide access, where available, to eyewash stations, shower stations, bathrooms and drinking water within the Collocated facility on a twenty-four (24)-hours-per-day, seven (7)-days-per-week basis for NEXTLINK personnel and its designated agents.

12.15.6 CBT shall provide ingress and egress of fiber cabling to NEXTLINK Collocated spaces. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation.

12.15.7 From time to time CBT may require access to the Physical Collocation Space. CBT retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Except in cases of emergency, CBT will give NEXTLINK four (4) Business Days notice when access to the Physical Collocation Space is required. NEXTLINK may elect to be present whenever CBT performs work in the Physical Collocation Space. CBT will work with NEXTLINK to ensure that any equipment or building modifications performed by CBT do not have a materially adverse effect on any of the services NEXTLINK provides. Notification of any emergency-related activity shall be made as soon as practicable after CBT learns that such emergency activity is necessary.

12.15.8 NEXTLINK shall not be required by CBT to relocate its equipment during the Initial Term or any Renewal Term. If NEXTLINK, at CBT's request, agrees to relocate its equipment, then CBT shall reimburse NEXTLINK for any and all costs reasonably associated with such relocation.

12.15.9 Should CBT sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, CBT shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

12.15.10 Power, as referenced in this section, refers to any electrical power source supplied by CBT for NEXTLINK equipment. It includes all superstructure, infrastructure and overhead facilities, including cable, cable racks and bus bars. CBT will supply power to support NEXTLINK equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CBT shall supply power to NEXTLINK at parity with that provided by CBT to itself or to any third person. If CBT performance, availability or restoration falls below industry standards, CBT shall bring itself into compliance with such industry standards as soon as technologically feasible.

12.15.11 Subject to space limitations and NEXTLINK's compliance with the applicable request process and payment requirements of this Agreement, CBT shall provide power to meet NEXTLINK's reasonable needs for placement of equipment, Interconnection or provision of service.

12.15.12 Both NEXTLINK's power equipment and CBT's power equipment supporting NEXTLINK's equipment shall comply with applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout.

12.15.13 CBT will provide NEXTLINK with written notification within five (5) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of or causes an outage or any type of power disruption to NEXTLINK equipment located in the CBT facility. CBT shall provide NEXTLINK prompt notification by telephone of any emergency power activity.

12.15.14 Power plant alarms and cabling shall adhere to Bellcore Network Equipment Building Systems (NEBS) Standard TR-EOP-000063.

12.15.15 CBT shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

12.15.16 CBT shall, within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation or within ten (10) Business Days after the initial walkthrough for Virtual Collocation, provide NEXTLINK with a copy of any existing drawings showing NEXTLINK's proposed Collocation space and any related CBT facilities, and provide information relating to measurements for necessary NEXTLINK cabling that are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as CBT charges other Telecommunications providers for the provision of the foregoing drawings and information, NEXTLINK shall reimburse CBT for the costs, if any, incurred by CBT to provide NEXTLINK with such drawings and information.

12.15.17 Termination. NEXTLINK may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to CBT. Upon termination of such occupancy, NEXTLINK, at its expense, shall remove its equipment and other property from the Physical Collocation Space. NEXTLINK shall have thirty (30) days from the termination date to complete such removal; provided, however, that NEXTLINK shall continue payment of monthly fees to CBT until such date as NEXTLINK has fully vacated the Physical Collocation Space. Should NEXTLINK fail to vacate the Physical Collocation Space within thirty (30) days from the termination date, CBT shall have the right to remove the equipment and other property of NEXTLINK at NEXTLINK's expense and with no liability for damage or injury to NEXTLINK's property unless caused by the gross negligence or intentional misconduct of CBT or any CBT employee, agent, representative, subcontractor or consultant.

12.15.18 If the whole of a Collocation Space shall be taken or such portion of the Central Office shall be taken such that the Collocation Space is rendered unsuitable for its permitted use by any public authority under the power of eminent domain, then this Agreement shall terminate as to that Collocation Space only, as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by CBT of such rent and charges as may have been paid in advance for

a period subsequent to the date of the taking. Such proportionate refund shall be NEXTLINK's sole and exclusive remedy and NEXTLINK shall have no entitlement to any portion of the amount CBT receives as compensation for the property taken under power of eminent domain. If any part of the Collocation Space shall be taken under eminent domain, CBT and NEXTLINK shall each have the right to terminate this Agreement as to that Collocation Space only, and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

12.15.19 NEXTLINK may elect to provide and install or to provide and have CBT install NEXTLINK-owned, or NEXTLINK-leased fiber entrance facilities to the Collocation Space from either NEXTLINK interoffice facilities or from the point of interconnection (either "Entrance Location"). CBT will designate the Entrance Location in proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault.

12.15.20 NEXTLINK will provide and place cable at the Entrance Location of sufficient length to be pulled through conduit and into the splice location. NEXTLINK will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the NEXTLINK's equipment in the Collocation Space. NEXTLINK will notify CBT ten (10) Business days in advance before placing the entrance facility cable in the manhole. NEXTLINK is responsible for maintenance of the entrance facilities.

12.15.21 NEXTLINK may utilize spare capacity on an existing NEXTLINK entrance facility for the purpose of providing an entrance facility to another NEXTLINK collocation arrangement within the same CBT Central Office.

12.15.22 NEXTLINK is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by NEXTLINK in the Physical Collocation Space. Without limitation of the foregoing provisions, NEXTLINK will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; and (3) associated equipment which may be required within the Physical Collocation Space to the points of interconnection.

12.15.23 In no case shall NEXTLINK or any person acting on behalf of NEXTLINK make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the CBT Central Office without the written consent of CBT, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by NEXTLINK.

12.16 Additional Physical Collocation Requirements. The following additional requirements shall be applicable to Physical Collocation only:

12.16.1 Subject to space limitations and NEXTLINK's compliance with the applicable request process and payment requirements for the space, CBT shall provide space, as requested by NEXTLINK, to meet NEXTLINK's needs for placement of equipment necessary for

Interconnection and access to Network Elements.

12.16.2 CBT shall allow requests for contiguous space in increments as small as a single bay of equipment if the space is not subject to outstanding requests by other Telecommunications Carriers.

12.16.3 Other than reasonable security restrictions, CBT shall place no restriction on access to the NEXTLINK Collocated space by NEXTLINK's employees and designated agents. Such space shall be available to NEXTLINK designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those CBT places on its own personnel or independent contractors.

12.16.4 For each building in which Collocated space is provided and upon request by NEXTLINK for that building, CBT will, provide NEXTLINK with information known to it concerning environmental, health and safety conditions.

12.16.5 NEXTLINK shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service NEXTLINK's Physical Collocation Space. Upon request, CBT will provide NEXTLINK with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NEXTLINK.

12.16.6 NEXTLINK shall not require advance approval from CBT to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.

12.16.7 Central Office power supplied by CBT into the NEXTLINK equipment area shall be supplied in the form of fused power feeds from CBT's power distribution board to NEXTLINK's BDFB located in or near the NEXTLINK equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of NEXTLINK equipment. The termination location shall be as mutually agreed upon by the Parties.

12.16.8 CBT power equipment supporting NEXTLINK's equipment shall:

12.16.8.1 Provide appropriate Central Office ground, connected to a ground electrode located within the NEXTLINK Collocated space, at a level above the top of NEXTLINK's equipment plus or minus two (2) feet to the left or right of NEXTLINK's final request; and

12.16.8.2 Provide feeder capacity and quantity to support the ultimate equipment layout for NEXTLINK equipment upon completion of the equipment node construction in accordance with NEXTLINK's request for Collocation.

12.17 Indemnification. NEXTLINK shall indemnify and hold harmless CBT for any damage or Loss to CBT's personnel or property (including CBT's Premises and any equipment contained therein), and for any damage or Loss to third parties for which CBT may be held responsible, which is caused by the presence of NEXTLINK's equipment and/or personnel in CBT's Premises.

12.18 Pricing. The prices charged to NEXTLINK for Collocation are set forth in the Pricing Schedule.

12.19 Cancellation. NEXTLINK may cancel its bona fide firm order for Central Office space at any time prior to occupancy. If NEXTLINK cancels its order for the Collocation Space(s), NEXTLINK will reimburse CBT for any reasonable and demonstrable expenses actually incurred by CBT up to and including the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount NEXTLINK would have otherwise paid for work undertaken by CBT if no cancellation of the order had occurred. CBT shall refund to NEXTLINK any monies previously paid by NEXTLINK but not expended by CBT less any reasonable and demonstrable expenses incurred by CBT.

ARTICLE XIII NUMBER PORTABILITY -- SECTION 251(b)(2)

13.1 Provision of Local Number Portability. Both NEXTLINK and CBT shall jointly cooperate to implement all applicable requirements for Local Number Portability as set forth in the Act, FCC rules and regulations, and the rules and regulations of Public Utilities Commission of Ohio. Specific rules, regulations, and rates for Local Number Portability the (LNP) Query Service are available in CBT's Access Service Tariff FCC No. 35, Section 13.3.9.

13.1.1 Conventions. For purposes of this **Article XIII**, Party A means the Carrier from which a telephone number is ported, and Party B means the carrier to which a telephone number is ported.

13.1.2 The Parties agree that as part of either carrier's implementation of LNP in an existing switch or in the process of deploying a new switch, the Parties shall cooperate in joint testing for the implementation of LNP.

13.1.3 The use of LNP shall not subject either Party or its customers to any degradation of service compared to the other Party and its customers as measured by any relevant performance standard, including transmission quality, switching, and transport costs, increased call set-up time and post-dial delay. Both Parties shall act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP due to abnormal conditions. Both Parties agree to begin default queries, as necessary, only after the first telephone number in a LNP-capable NXX has actually been ported.

13.1.4 Both Parties shall provide updates to the LERG at least forty-five (45) days prior to the LNP effective date and will identify the portable switches and NXXs. All NXXs assigned to LNP-capable switches are to be designated as portable unless a NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular, and wireless services; codes assigned for internal testing and official use; codes assigned to mass calling on a choked network; and any other NXX codes required to be designated as non-portable by the rules of the FCC or Commission. On a prospective basis, newly assigned codes in switches

capable of porting shall become commercially available for porting with the effective date in the network.

13.2 Procedures for Providing LNP

The Parties shall follow the Local Number Portability provisioning process recommended by the North American Numbering Council (“NANC”) and adopted by the FCC. In addition, the Parties agree to follow the Local Number Portability ordering procedures established at the Ordering and Billing Forum (“OBF”).

13.2.1 The Parties shall work cooperatively to port customer’s telephone number(s) using LNP.

13.2.2 When a telephone number is ported from Party A’s network using LNP, Party A shall remove any non-proprietary line-based calling cards associated with the ported number(s) from its LIDB. Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or the customer.

13.2.3 When a customer of Party A ports their telephone number(s) to Party B, in the process of porting the customer’s telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer’s line prior to the due date of the porting activity. When the ten digit unconditional trigger is not available, the Parties must coordinate the disconnect activity.

13.2.4 The Parties shall include the Jurisdictional Information Parameter (“JIP”) in the Initial Address Message (“IAM”) that contains the LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

13.3 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently re-assigned, in the case of the subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead times for movements of NXXs from one switch to another.

ARTICLE XIV DIALING PARITY -- SECTION 251(b)(3)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

ARTICLE XV
DIRECTORY LISTINGS -- SECTION 251(b)(3) AND DIRECTORY ASSISTANCE
LISTINGS

15.1 Directory Listings.

15.1.1 CBT, as publisher of its White Pages, will include Primary Listings of NEXTLINK's resale directory customers in its White Pages, and shall cause its publisher to include primary listings of NEXTLINK's directory customers in its Publisher's Yellow Pages Directories under the following terms and conditions:

15.1.1.1 CBT will publish the Primary Listing of NEXTLINK Directory Customers located within the geographic scope of its White Pages directory and will recover costs for both resale and facility based Customers in accordance with the Act.

15.1.1.2 Listings of NEXTLINK Directory Customers shall be interfiled with listings of Customers of CBT and other LECs serving the same geographic area where such listings are included within a directory.

15.1.1.3 CBT shall provide NEXTLINK with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

15.1.1.4 CBT or its Publisher must receive all Primary Listings of NEXTLINK Directory Customers prior to the service order close date for the directory in which those listings are to appear. CBT or its Publisher will provide NEXTLINK with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.1.5 CBT may include, at a rate consistent with the Act, Primary Listings of NEXTLINK Directory Customers provided to CBT or its Publisher in other directories published by the Publisher.

15.1.1.6 Nothing in this Agreement shall restrict CBT's and its Publisher's authority from altering the geographic scope, directory life, headings, content or format of the directories. CBT and its Publisher will provide information on such alterations at the same time such information is provided to CBT.

15.1.1.7 CBT, shall include, in the customer information section of its White Pages Directory, information about NEXTLINK services, including addresses and telephone numbers for NEXTLINK Customer service. The form and content of such customer information shall be provided by NEXTLINK to CBT prior to the close date for the customer information section. The charge for the listing of such information will be calculated on the same basis as the charges paid by CBT for similar listings. CBT shall maintain editorial rights as well as control of the format and design of these pages. NEXTLINK will work directly with the publisher to include customer information in the publisher's Yellow Page Directory

15.1.2 Listing and Listing Updates. NEXTLINK will provide NEXTLINK Directory Customer Primary Listings and Listing Updates to CBT or its Publisher on a non-exclusive basis as follows:

15.1.2.1 NEXTLINK shall provide its NEXTLINK Directory Customer Primary Listings to CBT or its Publisher in a mutually agreeable form and format. NEXTLINK acknowledges that CBT or its Publisher may impose a charge for changes to NEXTLINK Directory Customer Primary Listings previously provided by NEXTLINK to CBT or its Publisher; however, in no event shall such charge be greater than the amount CBT charges its Customers and such charge shall be calculated in the same manner as Publisher charges CBT for such charge.

15.1.2.2 Within two (2) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an NEXTLINK Directory Customer, NEXTLINK shall provide Listing Updates to CBT in a form and format acceptable to CBT. CBT shall accept Listing Updates from NEXTLINK via facsimile.

15.1.2.3 NEXTLINK will cooperate with CBT or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of NEXTLINK's Listing Updates to CBT or its Publisher.

15.1.2.4 Subject to the rules, guidelines, and regulations of the Commission, Publisher or CBT may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of NEXTLINK, provided, however, that neither Publisher nor CBT will:

- (a) disclose non-listed name and address information to any third person, except as may be necessary to undertake delivery of directories or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where NEXTLINK has notified CBT.

15.1.3 Directories Delivery. CBT will provide initial and secondary (replacement, additional or New Line orders) delivery of CBT's White Page Directory and shall cause its Publisher to provide initial and secondary (replacement additional or New Line orders) delivery of Yellow Page Directories to NEXTLINK Directory Customers under the same terms and conditions that CBT delivers to its customers. Timing of such delivery and determination of which Telephone Directories shall be delivered (by customer address, NPA NXX or other criteria) and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that CBT delivers Telephone Directories to its own local service customers. Upon directory publication, CBT will

arrange for the distribution of the directory to NEXTLINK Customers in the directory coverage area and shall recover directory delivery costs for both resale and facilities based customers in accordance with the Act.

15.1.4 Nondiscriminatory Formats. CBT shall make available to NEXTLINK Customers the same White Pages formats and shall cause its publisher to make available the same Yellow Pages format that CBT and its publisher provides to its retail Customers, at the same rates, terms and conditions.

15.2 Directory Assistance Listings. NEXTLINK will provide CBT during the term of this Agreement its DA listings. DA listings provided to CBT by NEXTLINK under this Agreement will be used and maintained by CBT only for providing Telecommunications Services, and may be disclosed to third parties only for the purpose of providing Telecommunications Service to those parties.

15.2.1 CBT shall provide unbundled and non-discriminatory access to the subscriber records used by CBT to create and maintain databases for the provision of live or automated operator assisted Directory Assistance (“**DA Input Data**”). NEXTLINK or its Directory Assistance service subcontractor may use such DA Input Data for the purpose of providing Directory Assistance service via a live operator or automated services in response to specific end user requests for such information or any other Telecommunications Service pursuant to the Act.

15.2.1.1 CBT shall not be required to provide non-published telephone numbers; however, CBT shall provide a 10-digit string which contains the NPA, NXX and the last four digits masked, and name and address of the non-published party with an indication that the telephone number is non-published.

15.2.1.2 All DA Input Data shall be provided in the format as specified in “Directory Assistance Data Information Exchanges and Interfaces” below or in Telcordia standard F20 format. CBT shall provide NEXTLINK with lists of community abbreviations and common word abbreviations used in the DA Input Data necessary in order to allow NEXTLINK to interpret the data. No other tables used by CBT to search or reference the DA Input Data will be provided to NEXTLINK. NEXTLINK is responsible for developing its own methods and procedures for accessing the DA Input Data and for training its DA operators to use the DA Input Data.

15.2.1.3 CBT shall provide to NEXTLINK, as soon as technically practicable, all DA Input Data that resides in CBT’s master subscriber system file via an electronic data transfer medium such as Network Data Mover (NDM) or in a magnetic tape format, at rates to be determined in accordance with the Act. Both the initial data and all subsequent data shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

15.2.1.4 NEXTLINK or its Directory Assistance service subcontractor shall take all necessary and reasonable precautions to protect the integrity of the DA Input Data and to protect the proprietary nature of any nonpublished information. Under no circumstances shall NEXTLINK or its Directory Assistance service subcontractor use the DA Input Data for any marketing purpose or to select or identify in any manner potential customers to receive any marketing information. Under no circumstances shall NEXTLINK or its Directory Assistance service subcontractor use the DA Input Data for the purpose of publishing a directory in any format, including any end-user electronic on-line directory service. Nothing herein shall be construed to prohibit NEXTLINK from publishing a directory pursuant to Section 222(e) of the Act, so long as the DA Input Data is not used for such purpose. NEXTLINK or its Directory Assistance service subcontractor shall not permit any unaffiliated third party with whom it has not contracted to provide its local Directory Assistance service to use the DA Input Data or any information extracted therefrom.

15.2.1.5 The DA Input Data will not include independent and competitive LEC listings unless the parties can reach an amicable resolution between themselves or the Commission determines otherwise, whichever occurs first.

15.2.1.6 CBT shall provide NEXTLINK with updates to the DA Input Data using the agreed transfer medium on the same date that they are provided to CBT's own DA Operations.

15.2.1.7 All updates to the DA Input Data shall be provided to NEXTLINK at NEXTLINK's expense through an electronic data transfer medium, magnetic tape format or other mutually agreed format. NEXTLINK shall be responsible for performing its own data reconciliation and integrating such updates into its master database.

15.2.1.8 Data must include all levels of indentation and all levels of information agreed upon by the Implementation Team.

15.2.1.9 CBT shall provide complete refresh of the DA Input Data at NEXTLINK's expense upon two weeks notice by NEXTLINK.

15.2.1.10 NEXTLINK will designate a technically feasible point at which the DA Input Data will be provided. NEXTLINK shall pay all costs of delivery of CBT's DA Input Data from its existing location to the technically feasible point designated by NEXTLINK.

15.2.1.11 NEXTLINK shall provide CBT with NEXTLINK's DA Input Data in the same form, on the same terms and with the same timeliness as CBT provides NEXTLINK with CBT's DA Input Data.

15.2.2 The Implementation Team will address the following issues:

15.2.2.1 Directory Assistance Database

(a) DA Input Data Exchanges and Interfaces

(b) Data Processing Requirements

15.2.2.2 See **Schedule 15** for Directory Assistance Data Information Exchanges and Interfaces.

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS
251(b)(4) AND 224

16.1 Structure Availability.

16.1.1 CBT shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, “**Structure**”) owned or controlled by CBT for the placement of NEXTLINK's telecommunications equipment and related facilities (“**Attachments**”). Poles, ducts and conduits include entrance facilities (including building access) and conduit and riser space; manholes; telephone equipment closets; and other infrastructure used by CBT to place telecommunications distribution facilities. “Rights-of-way” includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities. The availability of CBT Structure for NEXTLINK's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with **Section 16.20**, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which CBT owns and controls Structure or interests therein.

16.1.2 CBT will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, “Insufficient Capacity” means the lack of space available on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon insufficient Capacity, CBT will, in good faith, explore potential accommodations with NEXTLINK. If CBT denies a request by NEXTLINK for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, CBT will provide NEXTLINK a detailed, written reason for such denial (i) as soon as practicable but in any event within forty-five (45) days of the date of such request if CBT has actual or constructive knowledge of the reasons for such denial or (ii) promptly upon CBT's receipt of such reasons for denial if such reasons are not known until after the expiration of such forty-five (45)-day period.

16.2 Franchises, Permits and Consents. NEXTLINK shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal

authorities and from the owners of private property, to construct and operate its Attachments at the location of the CBT Structure it uses.

16.3 Access and Modifications. Where necessary to accommodate a request for access of NEXTLINK, CBT will modify its Structure in order to accommodate the Attachments of NEXTLINK as set forth in this **Section 16.3**, unless (i) CBT has denied access as described in **Section 16.1.2**, and/or (ii) because CBT may not lawfully make the Structure available. CBT may permit NEXTLINK to conduct Field Survey Work and Make-Ready Work itself or through its own contractors in circumstances where CBT is unable to complete such work in a reasonable time frame.

16.3.1 Before commencing the work necessary to provide such additional capacity, CBT will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate NEXTLINK may, at CBT's option, include modifications required to accommodate other attaching parties, including CBT, that desire to modify their Attachments.

16.3.2 If NEXTLINK requests access to a CBT Right-of-way where CBT has no existing Structure, CBT shall not be required to construct new poles, conduits or ducts, or to bury cable for NEXTLINK but will be required to make the Right-of-way available to NEXTLINK to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if CBT desires to extend its own Attachments, CBT will construct Structure to accommodate NEXTLINK's Attachments.

16.3.3 The costs of modifying a Structure to accommodate NEXTLINK's request, the requests of another attaching party or the needs of CBT shall be borne by NEXTLINK, the other requesting party or CBT, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including CBT, with a pre-existing Attachment to the Structure to be modified to accommodate NEXTLINK shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including CBT, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements specified in **Section 16.6**, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or CBT with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including CBT, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to CBT's Structure will be owned by CBT. NEXTLINK and other parties, including CBT, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure. Any necessary procedures with respect to a Party's recovery

of its proportionate share of the value of any modifications shall be as prescribed by the Implementation Team.

16.4 Installation and Maintenance Responsibility. NEXTLINK shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by CBT or by other attaching parties. Work performed by NEXTLINK on, in or about CBT's Structures shall be performed by properly trained competent workmen skilled in the trade. CBT will specify the location on the Structure where NEXTLINK's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. NEXTLINK shall construct each Attachment in conformance with the permit issued by CBT for such Attachment. Other than routine maintenance and service wire Attachments, NEXTLINK shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefor. NEXTLINK shall provide CBT with notice before entering any Structure for construction or maintenance purposes.

16.5 Emergency Repairs. In the event of a service-affecting emergency, CBT shall begin repair of its facilities containing NEXTLINK's Attachments as soon as reasonably possible after notification by NEXTLINK.

16.6 Installation and Maintenance Standards. NEXTLINK's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.7 Implementation Team. The Implementation Team to be formed pursuant to Article XVIII shall develop cooperative procedures for implementing the terms of this Article XVI. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing NEXTLINK access to CBT's Structure and appropriate penalties for failure to timely complete process steps for which fixed or negotiated intervals have been assigned. CBT will provide NEXTLINK with access to information regarding the provision of access to CBT's Structure which will be sufficient for NEXTLINK to verify that CBT is providing NEXTLINK with access to its Structure that is comparable to that provided by CBT to itself, its subsidiaries, affiliates and other persons requesting access to CBT's Structure.

16.8 Access Requests. Any request by NEXTLINK for access to CBT's Structure shall be in writing and submitted to CBT's Structure Leasing Coordinator. CBT may not unreasonably limit the number and scope of requests from NEXTLINK being processed at any one time and may prescribe a reasonable non-discriminatory process for orderly administration of such requests. NEXTLINK's Attachment to CBT's Structure shall be pursuant to a permit issued by CBT for each request for access.

16.9 Unused Space. Excepting maintenance ducts as provided in Section 16.10 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by CBT shall be available for the Attachments of NEXTLINK, CBT or other providers of Telecommunications Services or cable television systems. NEXTLINK may not reserve space

on CBT Structure for its future needs. CBT shall not reserve space on CBT Structure for the future need of CBT nor permit any other person to reserve such space. Notwithstanding the foregoing, NEXTLINK may provide CBT with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.10 Maintenance Ducts.

16.10.1 One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to NEXTLINK for maintenance purposes if it has a corresponding Attachment.

16.10.2 Where a spare innerduct does not exist, upon the mutual agreement of the Parties, CBT shall allow NEXTLINK to install an innerduct in CBT conduit.

16.11 Applicability. The provisions of this Agreement shall apply to all CBT Structure now occupied by NEXTLINK.

16.12 Other Arrangements. NEXTLINK's use of CBT Structure is subject to any valid, lawful and nondiscriminatory arrangements CBT may now or hereafter have with others pertaining to the Structure.

16.13 Cost of Certain Modifications. If at the request of a governmental entity, third person, court or Commission or property owner, CBT moves, replaces or changes the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities.

16.14 Maps and Records. CBT will provide NEXTLINK, at NEXTLINK's request and expense, with access to and copies of maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that CBT may redact any proprietary information (of CBT or third parties) contained or reflected in any such maps, records or additional information before providing such information to NEXTLINK. Upon request, CBT will meet with NEXTLINK to clarify matters relating to maps, records or additional information. CBT does not warrant the accuracy or completeness of information on any maps or records.

16.15 NEXTLINK Access. NEXTLINK shall provide CBT with notice before entering any CBT Structure.

16.16 Occupancy Permit. NEXTLINK occupancy of Structure shall be pursuant to a permit issued by CBT for each requested Attachment. Any such permit shall terminate (a) if NEXTLINK's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if **NEXTLINK** has not placed and put into service its Attachments within one hundred eighty (180) days from the date CBT has notified NEXTLINK that such Structure is available for NEXTLINK's Attachments, and such delay is not caused by an CBT Delaying Event, (c) if NEXTLINK ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if NEXTLINK fails to comply with a material term

or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from CBT or (e) if CBT ceases to have the right or authority to maintain its Structure, or any part thereof, to which NEXTLINK has Attachments. If CBT ceases to have the right or authority to maintain its Structure, or any part thereof, to which NEXTLINK has Attachments, CBT shall (i) provide NEXTLINK notice within ten (10) Business Days after CBT has knowledge of such fact and (ii) not require NEXTLINK to remove its Attachments from such Structure prior to CBT's removal of its own attachments. CBT will provide NEXTLINK with at least sixty (60) days written notice prior to (x) terminating a permit or service to an NEXTLINK Attachment or removal thereof for a material breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to CBT's Structure permitted by the terms of this Agreement, or (z) any modification to CBT's Structure to which NEXTLINK has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If NEXTLINK surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring NEXTLINK to so surrender such permit, CBT shall remove NEXTLINK's Attachments at NEXTLINK's expense.

16.17 Inspections. CBT may make periodic inspections of any part of the Attachments of NEXTLINK located on CBT Structures. Inspections shall be made to (i) ensure that NEXTLINK's Attachments have been constructed in accordance with the applicable permit and do not violate any other attaching party's rights on the Structure and (ii) ensure that NEXTLINK's Attachments are subject to a valid permit and conform to all applicable standards as set forth in **Section 16.5**. NEXTLINK shall reimburse CBT for any costs of such inspections incurred by CBT (as defined by Section 252(d) of the Act and approved by the Commission). Except in cases involving safety, damage to Attachments or reported violations of the terms of this Agreement, compliance inspections shall not be made more often than once every five (5) years. When reasonably practicable to do so, CBT shall provide prior written notice to NEXTLINK of such inspections.

16.18 Damage to Attachments. Both NEXTLINK and CBT will exercise precautions to avoid damaging the Attachments of the other or to any CBT Structure to which NEXTLINK obtains access hereunder. Subject to the limitations in **Article XXVI**, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.19 Charges. CBT's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, CBT's charges for Structure will be (i) those listed in CBT's Cable Television Pole Attachment Tariff PSCK No.1, if the particular type of Structure is included therein, or (ii) if the particular type of Structure is not included in the above Tariff, those of the lowest existing contract available to an attaching party in the State of Kentucky, including any affiliate of CBT. The charges as of the Effective Date are set forth in the Pricing Schedule and CBT reserves the right to periodically adjust such charges consistent with the foregoing. A reasonable deposit shall be required for map preparation, make-ready surveys and Make-Ready Work.

16.20 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to CBT owned or controlled Structure shall be provided to NEXTLINK on a basis that is nondiscriminatory to that which CBT provides to itself, its affiliates, Customers, or any other person.

16.21 Interconnection.

16.21.1 Upon request by NEXTLINK, CBT will permit the interconnection of ducts or conduits owned by NEXTLINK in CBT manholes.

16.21.2 Except where required herein, requests by NEXTLINK for interconnection of NEXTLINK's Attachments in or on CBT Structure with the Attachments of other attaching parties in or on CBT Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for reasons of insufficient Capacity, safety, reliability and engineering. CBT will provide a written response to NEXTLINK's request within twenty-one (21) days of CBT's receipt of such request.

16.21.3 NEXTLINK shall be responsible for the costs of any Make-Ready-Work required to accommodate any interconnection pursuant to this **Section 16.21**.

16.22 Cost Imputation. CBT will impute costs consistent with the rules under Section 224(g) of the Act.

16.23 Structure Leasing Coordinator. Requests for access to CBT Structure shall be made through CBT's Structure Leasing Coordinator, who shall be NEXTLINK's single point of contact for all matters relating to NEXTLINK's access to CBT's Structure. The Structure Leasing Coordinator shall be responsible for processing requests for access to CBT's Structure, administration of the process of delivery of access to CBT's Structure and for all other matters relating to access to CBT's Structure.

16.24 State Regulation. The terms and conditions in this **Article XVI** shall be modified as necessary through negotiation between the Parties to comply with the laws of the state of Kentucky applicable to Structure. Until the terms and conditions of this **Article XVI** are renegotiated accordingly, the laws of the state of Kentucky shall supersede any provision of this **Article XVI** that is inconsistent with Kentucky state law.

16.25 Abandonments, Sales or Dispositions. CBT shall notify NEXTLINK of the proposed abandonment, sale, or other intended disposition of any Structure.

16.26 Standards of Performance. CBT shall provide Structures to NEXTLINK in accordance with the service levels, procedures and intervals agreed to by the Implementation Team.

ARTICLE XVII SERVICE PERFORMANCE RECORDS

CBT will keep activity records concerning the Interconnection Standard Intervals, Network Element Standard Intervals, and Resale Standard Intervals listed in **Schedules 3.7, 9.10 and 10.9**.

ARTICLE XVIII IMPLEMENTATION TEAM

The Parties hereby agree to the formation of an Implementation Team which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and, developing appropriate standards by which to evaluate the quality and timeliness of performance. Within thirty, (30) days of the execution of this Agreement, each Party shall designate, in writing, no more than three (3) persons to be permanent members of this Implementation Team provided that either Party may include, in Team meetings or Team activities, such technical specialists or other persons as may be reasonably required to address a specific task, matter or subject. Each Party shall give its representatives on the Implementation Team direct access to those persons who have authority to make decisions on behalf of such Party and bind such Party, provided, however, where decisions must be escalated from the Implementation Team for resolution, such escalation shall occur within five (5) days. Within sixty (60) days from the execution of this Agreement, the Parties shall have conducted the first Team meeting and identified a schedule and procedures for the purpose of satisfying the objectives of this **Article XVIII**. Such procedures shall include the process by which issues shall be resolved by the Team. The Parties understand and agree that it is not possible, as of the date this Agreement is executed, to list or define all the needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement. It is the specific intent of the Parties that the Team created by this **Article XVIII** shall provide the flexibility that shall be required to allow this Agreement to dynamically adapt the relationship of the Parties as circumstances warrant or as otherwise required.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule. Each of CBT and NEXTLINK shall use its best efforts to comply with the Implementation Schedule.

19.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees ("**Applicable Laws**") (not subject to an effective stay) that relate to its obligations under this Agreement.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with

the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Environmental Hazards. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. “**Hazardous Substances**” includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections necessary for traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date and quarterly during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6)-calendar-month binding forecast of its traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties.

19.5.2.1 Any underforecast by NEXTLINK that is off by more than twenty percent (20%) will be considered a “Delaying Event”.

19.5.2.2 Any overforecast by NEXTLINK that is off by more than twenty percent (20%) will be considered an “Excess Forecast.” If NEXTLINK forecasts result in an Excess Forecast in two consecutive quarters or three quarters in an calendar year, and if CBT can demonstrate excess capacity it has placed in its network because of NEXTLINK’s overforecast, CBT shall be entitled to pursue a claim against NEXTLINK for its losses resulting from such excess capacity. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed “**Proprietary Information**” under Article XX.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.5.1 and 19.5.2. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Traffic Management and Network Harm.

19.7.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect

the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

19.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

19.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance in accord with statutory limits. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement. In the event of a labor dispute and to the extent permitted by Applicable Law, a Party shall attempt to minimize impairment of service to the other Party, but in any event, to the extent a given service is affected by a labor dispute, CBT shall treat all Customers of such service, including itself, its subsidiaries and affiliates, equally.

19.10 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 Cooperation. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.14 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.15 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide (“**LERG**”) listings of CLLI codes assigned to its switches.

19.16 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.17 Switch Programming. Each Party shall program and update its own Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

CBT will provide NEXTLINK with a listing, and any future updates to:

- 1) Switch Network ID Information;
- 2) Local calling area data.

19.18 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 “**Proprietary Information**” means:

- (a) all proprietary or confidential information of a Party or its affiliates (a “**Disclosing Party**”) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation, including any and all information subject to any intellectual property rights of such Party, that is furnished or made available or otherwise disclosed to the other Party pursuant to this Agreement (“**Receiving Party**”) and, if written, is marked “**Confidential**” or “**Proprietary**” or by other similar

notice or if oral or visual, is identified as “**Confidential**” or “**Proprietary**” at the time of disclosure; and

- (b) any portion of any notes, analyses, data, compilations, studies, interpretations, programs, or other documents or works prepared by or on behalf of any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above (such portions of such notes, analyses, etc. referred to herein as “**Derivative Information**”).

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as “**confidential**”, “**proprietary**”, or other similar designation, but the failure to mark or otherwise designate any information described in this **Section 20.1** as confidential or proprietary shall not affect its status as Proprietary Information. Provided, however, that the Receiving Party shall have no liability for disclosure of Proprietary Information prior to receiving notice that information which should be marked pursuant to **Section 20.1.2** and that is not so marked as Proprietary Information. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable. If the Receiving Party disputes the designation of information as Proprietary Information, it may challenge such designation in any relevant proceeding, provided, that until a decision is rendered by a court or the Commission that such information is not Proprietary Information, the Receiving Party shall continue to treat such information as Proprietary Information.

20.1.3 Notwithstanding the requirements of this **Article XX**, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information (“**CPNI**”) of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed “**Proprietary Information**” of that Party. A Party may only use CPNI consistent with the Act and the appropriate authorization from the Customer.

20.2 Disclosure and Use.

20.2.1 Each Receiving Party agrees that, from and after the Effective Date:

- (a) all such Proprietary Information communicated or discovered, whether before, on or after the Effective Date, in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided, that such Receiving Party shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

- (b) it will not, and it will not permit any of its employees, contractors, consultants, agents or affiliates to disclose such Proprietary Information to any other third person;
- (c) it will disclose Proprietary Information only to those of its employees, contractors, consultants, agents and affiliates who have a need for it in connection with the use or provision of services required to fulfill this Agreement;
- (d) it will, and will cause each of its employees, contractors, consultants, agents and affiliates to use such Proprietary Information only to effectuate the terms and conditions of this Agreement and for no other purpose;
- (e) it will cause each of its affiliates to execute individual confidentiality agreements containing the same restrictions as this **Article XX**; and
- (f) it will, and will cause each of its employees, contractors, consultants, agents and affiliates, to use such Proprietary Information to create only that Derivative Information necessary for such Receiving Party's compliance with Applicable Law or its performance under the terms of this Agreement.

20.2.2 Any Receiving Party so disclosing Proprietary Information to its employees, contractors, consultants, agents or affiliates shall be responsible for any breach of this Agreement by any of its employees, contractors, consultants, agents or affiliates and such Receiving Party agrees to use its reasonable efforts to restrain its employees, contractors, consultants, agents or affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information and to assist the Disclosing Party in its efforts to protect such information from disclosure. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of **Section 20.3** and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.2.4 This **Section 20.2** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;

- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has used all commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with this **Article XX**.

20.2.5 Except as expressly provided, nothing in this **Article XX** shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including Section 222 of the Act.

20.3 Government Disclosure.

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in **Section 20.1.2**.

20.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this **Section 20.3** with respect to all or part of such requirement.

20.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this **Section 20.3**. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate

order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.4 Ownership.

20.4.1 All Proprietary Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or, with the written consent of the Disclosing Party, destroy Proprietary Information.

20.4.4 If destroyed, all copies shall be destroyed and, upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

20.5 Equitable Relief. Each Party agrees that any breach by either Party or any of its Representatives of any provisions of this **Article XX** will cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance to enforce such provisions. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity. Each Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration, approval or appeal of this Agreement. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in **Section 20.1.2**.

ARTICLE XXI TERM AND TERMINATION

21.1 Term. The initial term of this Agreement shall be two (2) years (the “**Initial Term**”) which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a “**Renewal Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term; provided, however, that this Agreement shall continue in full force and effect until it is replaced by a superseding agreement or terminated at the end of the Transition Period as set forth in **Section 21.4** below.

21.2 Renegotiation of Certain Terms.

21.2.1 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within sixty (60) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

21.2.2 If this Agreement is renewed past the Initial Term, the wholesale discounts as set forth in the Pricing Schedule shall be subject to review and adjustment by the Commission upon the expiration of the Initial Term of this Agreement, unless the Parties are able to satisfactorily negotiate resale discounts to be applied during the Renewal Term(s). The Parties agree that the resale discount ultimately ordered by the Commission or negotiated by the Parties shall be retroactive to the expiration date of the Initial Term.

21.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

21.4 Transitional Support.

21.4.1 In the event of the termination or expiration of this Agreement for any reason, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement (“**Transition Date**”), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.4.2 Each Party agrees (i) to furnish services during a period for up to two hundred (200) days (or such longer period as may be agreed by the Parties) after the Transition Date (“**Transition Period**”) on terms and conditions and at charges that are the same as those in effect upon the Transition Date, and (ii) to enter into an agreement with the other Party for a transition plan that specifies the nature, extent, and schedule of the services to be provided during such Transition Period. During the Transition Period, CBT and NEXTLINK will cooperate in good faith to effect an orderly transition of service under this Agreement. CBT and NEXTLINK agree to exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition.

21.5 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses incurred or accrued prior to such expiration or termination, provided that such Party would be entitled to recover for such services or expenses under the provisions of this Agreement.

ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XXIII CANCELLATION CHARGES

Except as set forth in this Agreement cancellation charges shall not be imposed upon, or payable by, either Party. However, if services are provided under a tariffed volume or term discount, then the applicable tariff termination liability shall apply.

ARTICLE XXIV SEVERABILITY

24.1 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, the Parties shall negotiate in good faith to amend this Agreement to replace, with enforceable language that reflects such intent as closely as possible, the unenforceable language and any provision that would be materially affected by vacation of the unenforceable language.

24.2 Non-Contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

ARTICLE XXV INDEMNIFICATION

25.1 General Indemnity Rights. Each Party (the “**Indemnifying Party**”) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “**Indemnified Party**”) and hold such Indemnified Party harmless against

- (a) any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct or breach of a material term of this Agreement (“**Fault**”) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract; and provided, however, that, in cases where the Loss to the third person is caused in part by the Fault of the Indemnified Party, its employees, agents or subcontractors, the indemnity obligation shall be limited to the Indemnifying Party’s proportionate Fault (it being specifically contemplated that in cases where each Party bears some degree of Fault, each Party is responsible for indemnifying the other with respect to the same Loss as to its proportionate Fault);
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (“**Claims**”), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's communications;
- (c) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (“**CALEA**”) and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

25.3 Environmental Contamination. Neither Party shall in any event be liable to the other Party for any costs whatsoever resulting from the presence or release of any environmental hazard such Party did not cause or contribute to causing. Each Party shall, at the other Party's request, indemnify, defend, and hold harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that such Party, its contractors or agents caused in the work locations or (ii) the presence or release of any environmental hazard for which such Party is responsible under Applicable Law. In the event both Parties contribute to such environmental hazard, they shall each proportionately bear such liability.

25.4 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXV, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Article XX.

ARTICLE XXVI LIMITATION OF LIABILITY

26.1 Limited Responsibility.

26.1.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its affiliates, authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, the other Party's affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an affiliate) providing a portion of a service, unless such Telecommunications Carrier is an authorized agent, subcontractor, or other retained by the party providing the service. Each Party shall be solely responsible to its own customers for any credits or waiver of charges required by the MTSS and the sole recourse for such credits or waiver of charges is in accordance with **Section 17.2** of this Agreement.

26.1.2 Notwithstanding anything to the contrary contained herein, CBT's liability to NEXTLINK and any third party for a claim or loss with respect to the provision of 9-1-1 Service shall be limited to the maximum extent permitted by Applicable Law.

26.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's affiliates, agents, contractors or other persons acting in concert with it.

26.3 Damages. Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this **Article XXVI** in the event of its willful or intentional misconduct, including gross negligence, or its repeated breach of any one or more of its obligations under this Agreement. A Party's liability shall not be limited with respect to its indemnification obligations.

26.4 Remedies.

26.4.1 The obligations of and the services offered by each Party under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, a Party may sue in equity for specific performance.

26.4.2 In the event CBT fails to switch a subscriber to NEXTLINK service as requested through an NEXTLINK service request, within the intervals agreed upon by the Parties, or in the event NEXTLINK directs CBT to switch a subscriber without valid Customer authorization to do so, the continued provision of Telecommunications Services to such subscriber by the incorrect Party shall be deemed an improper change in subscriber carrier selection, commencing with the time at which CBT failed to switch such subscriber or NEXTLINK improperly directed such change, as the case may be. In such event, the unauthorized carrier Party shall reimburse the other Party in an amount equal to all charges due and owing by such subscriber for services provided from the time

of such improper change in carrier selection to the time at which the correct selection is accomplished by CBT or within the agreed upon interval from the time proper direction by NEXTLINK is provided to CBT, as the case may be.

26.4.3 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. Notwithstanding the foregoing, however, the Parties agree that the credits for performance standards failures contained in Section 17 are intended to act as liquidated damages and, if elected by NEXTLINK, shall be deemed the exclusive remedy to compensate NEXTLINK for CBT's failure to meet the particular performance standards at issue.

ARTICLE XXVII BILLING

27.1 Billing.

27.1.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this **Article XXVII** and the Implementation Team as set forth in **Article XVIII**.

27.1.2 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

27.1.3 For purposes of this Agreement, traffic to an Internet service provider ("ISP") ("ISP Traffic") is treated separately from other traffic for compensation purposes. CBT and NEXTLINK shall not be obligated to pay compensation to each other for ISP Traffic unless and until a final and appealable determination (which in the case of the Commission shall mean an order on rehearing if a timely petition for rehearing is filed) is made by the Commission, federal administrative body, or a federal or state judicial body having jurisdiction to render such determination, requiring carriers in the State of Ohio to pay each other compensation for ISP Traffic, and such determination (which if issued in the context of a complaint proceeding is made applicable to all carriers) reflects the generic policy determination of that administrative or judicial body as to compensation for ISP Traffic, irrespective of the language contained in any specific interconnection agreement ("ISP Determination"). The Parties agree to apply such ISP Determination retroactively to the beginning of this Agreement. The Parties agree that they shall not delay or seek a stay of the payment of compensation for ISP Traffic, nor shall they take advantage of a stay granted to a third party to delay in any manner the payment of compensation under this Section. Notwithstanding this Agreement, neither Party waives any right to appeal or otherwise challenge the validity of the ISP Determination.

27.1.3.1 For a payment made under this Section, if a final and non-appealable administrative agency or judicial decision is rendered which has the effect of changing a Party's obligation to pay compensation for ISP Traffic, any amounts paid to the payee shall be repaid to the payor within thirty (30) days of the date of the decision. If such re-payment under this Section is made, it shall bear interest at eight percent (8%) per year compounded annually from the date of the original payment was made. In the event that such payment or repayment is not made in a timely manner, then the Party to which payment or repayment is due shall be entitled, among its remedies, to set off the amount of such repayment against any amount that Party owes the other Party and to interest as set forth in **Section 27.8**.

27.1.3.2 For each month during the term of this Agreement (each a "Calculation Period"), each party shall calculate the total ISP Traffic delivered to the other Party during that Calculation Period and provide the calculation in written form to the other Party, within thirty (30) days after the end of the Calculation Period.

- (i) At the time of the ISP Determination, each Party shall calculate the total dollar amount for the ISP Traffic for all months from the beginning of this agreement, to the date of the ISP Determination, provide this information in written form to the other Party and submit an invoice to the other Party for any amounts due. The Parties agree to verify and reconcile the information and pay each other all undisputed amounts within thirty (30) days of receipt of an invoice. Section 27.8 applies to payment of such invoiced amounts. Thereafter, each Party shall invoice and pay any applicable monthly ISP Traffic amounts in accordance with the ISP Determination.
- (ii) If an ISP Determination is not made prior to the end of this Agreement, any ISP Traffic amounts shall remain unpaid until an ISP Determination is made. Within thirty (30) days after the ISP Determination, each Party shall calculate the aggregate ISP Traffic amount retroactive to the beginning of this agreement, provide it in written form to the other Party and submit an invoice to the other Party for any amounts due. **Section 27.8** applies to such invoiced amounts. The Parties agree to verify and reconcile the information and pay each other all undisputed amounts within thirty (30) days or receipt of an invoice.

27.1.4 CBT shall attempt to comply with OBF standards in its CRIS and CABS billing format.

27.1.5 CBT will assign a unique billing codes as agreed upon by the Implementation Team.

27.2 Recording. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party as specifically required herein.

27.3 Payment of Charges. Subject to the terms of this Agreement, a Party shall pay the other Party (“**Billing Party**”) all undisputed amounts on or before the date (“**Bill Due Date**”) which is thirty-one (31) calendar days after the bill date or by the next bill date, whichever is shortest. If the Bill Due Date is on a day other than a Business Day, payment will be due and the Bill Due Date shall be the next following Business Day. Payments shall be made in U.S. Dollars (i) via electronic funds transfer (“**EFT**”) with immediately available funds to the other Party’s bank account or (ii) in order to accommodate NEXTLINK's existing payment arrangements with CBT and established credit rating, by check. To the extent that a Party (the “**Paying Party**”) pays via EFT, within thirty (30) days of the Effective Date, the other Party shall provide the Paying Party the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, the other Party shall provide the Paying Party at least sixty (60) days’ written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

27.4 Late Payment Charges. Except for Disputed Amounts, if a Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by a Party after the Bill Due Date, or if payment is not made by check that is currently dated and drawn on an account with sufficient available funds, then a late payment charge may be assessed as provided in **Section 27.8**.

27.5 Failure to Pay. If a Party fails to pay an undisputed amount, in addition to exercising any other rights or remedies it may have under Applicable Law, the Billing Party may stop processing the Nonpaying Party’s orders for services and unbundled network elements until such date that such undisputed amounts have been received by the Billing Party in immediately available funds.

27.6 Termination for Nonpayment Failure to pay all amounts due that are not Disputed Amounts, including late payment charges, within thirty (30) days of the Bill Due Date for such charges is a material violation of this agreement. The Agreement may be terminated by the Billing Party under the following conditions:

- (a) The Billing Party must provide written notice to the Nonpaying Party, with a copy to the Commission, of the amounts owed the Billing Party and that disconnection of service will occur if prompt payment of the undisputed past due balance is not paid within thirty (30) days of such notice.
- (b) If the Nonpaying Party fails to pay the amounts due that are not Disputed Amounts within 30 days of notification by the Billing Party, the Billing Party may terminate this Agreement and service to the Nonpaying Party.

- (c) In the event this Agreement is terminated for nonpayment, the Billing Party shall be entitled to payment of all amounts due from the Nonpaying Party in accordance with **Section 21.5**.

27.7 Adjustments.

27.7.1 As provided in this Agreement, a Party shall promptly reimburse (if paid) or credit (if invoiced, but not paid) the other Party for any charges that should not have been billed to the other Party as provided in this Agreement along with accrued interest on any reimbursed amounts as provided in **Section 27.8**. Such reimbursements or credits shall be set forth in the appropriate section of the invoice.

27.7.2 As provided in this Agreement, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (“**Underbilled Charges**”); provided, however that, except as provided in **Article XXVIII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than ninety (90) days prior to the date that the Billing Party transmits a bill for any Underbilled Charges. For purposes of charges received from another entity, they are deemed incurred when received by CBT but must be billed within 45 days from such date.

27.8 Interest on Unpaid or Overbilled Amounts. Except as otherwise provided elsewhere, any undisputed amounts not paid when due or any amounts paid that were paid as a result of a billing error, as the case may be, shall accrue interest from the date such amounts were due or received, as the case may be, at the lesser of (i) one and one-half percent per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily for the number of days from the Bill Due Date or date such overpayment was received until the date that payment or reimbursement, as the case may be, is actually received by the appropriate Party.

27.9 Single Point of Contact. CBT shall provide to NEXTLINK a single point of contact, CBT’s LEC-C, for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

ARTICLE XXVIII DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION

28.1 Disputed Amounts.

28.1.1 If any portion of an amount due to a Party (the “**Billing Party**”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “**Non-Paying Party**”) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“**Disputed Amounts**”) and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges provided that such charges were paid. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

Notwithstanding the foregoing, except as provided in Section 28.2, a Party shall be entitled to dispute only those charges for which the Date was within the immediately preceding eighteen (18) months of the date on which the other Party received notice of such Disputed Amounts.

28.1.2 If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Late payment charges shall be assessed as set forth in **Section 27.8**.

28.1.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.1.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 28.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded, plus applicable late fees, to be paid to either Party.

28.1.5 The Parties agree that all negotiations pursuant to this **Section 28.1** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.2 Audit Rights.

28.2.1 As used herein “**Audit**” shall mean a comprehensive review of services performed under this Agreement; “**Examination**” shall mean an inquiry into a specific element of or process related to services performed under this Agreement. Subject to the restrictions set forth in **Article XX**, a Party (“**Auditing Party**”) may audit the other Party's (“**Audited Party**”) books, records, data and other documents, as provided herein, one (1) time each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the Audit shall be limited to the (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no Audit has been performed, the Effective Date) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. Unless otherwise agreed upon by the Parties in writing, such audit shall begin no

fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be conducted by one (1) or more auditor(s) mutually agreed upon by the Parties. The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties.

28.2.2 Upon thirty (30) days written notice by NEXTLINK to CBT, NEXTLINK shall have the right through its authorized representative to conduct an Examination, during Normal Business Hours, of CBT records, accounts and processes which contain information related to the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the parties shall reasonably agree upon the scope of the Examination, the documents and processes to be reviewed, and the time, place and manner in which the Examination shall be performed. CBT agrees to provide support, including appropriate access to and use of CBT's facilities (e.g., conference rooms, telephones, copying machines and washrooms).

28.2.3 Except as set forth in **Section 28.2.1**, each Party shall bear its own expenses in connection with the conduct of any Audit or Examination. The reasonable cost of special data extractions required by NEXTLINK to conduct the Audit or Examination will be paid for by NEXTLINK. For purposes of this **Section 28.1**, a "**Special Data Extraction**" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. Each Audit shall be conducted on the premises of Audited Party during Normal Business Hours. Audited Party shall cooperate fully in any such audit, providing the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the raw data of the other Party, but shall rely upon summaries or redacted documents provided by the independent auditor. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

28.2.4 If any Audit or Examination confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including refunding any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge. In each case, the amount shall be with interest at the lesser of one and one-half percent (1 2%) per month and the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is received, as the case may be. Notwithstanding the foregoing, NEXTLINK shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by CBT to NEXTLINK within ten (10) months of the date such usage was incurred.

28.2.5 Any Disputes concerning audit results shall be referred to the Parties' designated personnel responsible for informal resolution. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional

audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 28.2.1**. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth in **Section 28.3**.

28.2.6 This **Section 28.2** shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

28.3 Dispute Escalation and Resolution.

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “**Dispute**”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 28.3**.

28.3.1 In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. The Parties shall attempt in good faith to address any default or resolve any Dispute by applying the appropriate rules, guidelines or regulations of the Commission. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, or if a Party fails to appoint a designated representative within said thirty (30) days, a Party or the other Party, as appropriate, may pursue all available remedies in the event there is no satisfactory resolution pursuant to this **Section 28.3.1**.

28.3.2 The Parties agree that any Dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve as set forth in Section 28.3.1, may be submitted to the Commission for resolution by complaint case. The Parties agree to seek expedited resolution by the Commission, and, unless otherwise agreed, shall seek such resolution no later than sixty (60) days from the date of submission of such dispute to the Parties' designated representatives. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of all fees and expenses so incurred. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement, unless otherwise ordered by the Commission. A Party may pursue any available remedies in the event there is no satisfactory resolution pursuant to this **Section 28.3.2**.

28.3.3 In no event shall the Parties permit the pending of a Dispute or other proceeding to disrupt service to any NEXTLINK Customer or CBT Customer.

28.4 Equitable Relief. Notwithstanding the foregoing, this **Article XXVIII** shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid

irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.

ARTICLE XXIX REGULATORY APPROVAL

29.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party specifically reserves its right to judicial review of this Agreement under Section 252(e)(6) of the Act, or any other available remedy at law or equity.

If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and any provisions that would be materially affected by deletion of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement.

The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act, including challenging the validity of any portion of the Act or an FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or the application by CBT for suspension or modification of portions of the Act or rules pursuant to Section 251(f)(2) of the Act. In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 252(f)(2) of the Act, the Parties shall negotiate as necessary to incorporate the applicable terms and conditions of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of into this Agreement.

29.2 Tariffs. If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to the other Party), such Party shall take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted. Nothing in this **Section 29.2** shall be construed to grant a Party any right to review any tariff filing of the other Party other than as provided under Applicable Law.

29.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment to the Act, or any effective legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185, and CS Docket No. 96-166, or any applicable Commission rule, Local Service Guideline, order or arbitration

award purporting to apply the provisions of the Act (individually and collectively, an “**Amendment to the Act**”), either Party may, by providing written notice to the other Party require that any provision that would be materially affected by the Amendment to the Act be renegotiated in good faith and this Agreement be amended accordingly to reflect each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

29.4 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days written notice to the other Party (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

29.5 Interim Rates. If the rates, charges and prices set forth in this Agreement are “**interim rates**” established by the Commission or the FCC, the Parties agree to replace such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

ARTICLE XXX

REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from CBT to NEXTLINK, or from NEXTLINK to CBT, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (“**Referral Announcement**”) on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for ninety (90) days for all customers. However, if either Party provides Referral Announcements for a period longer than the above period when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. Business customers will receive referral service for main listed telephone numbers. Additional numbers can be referred at an additional charge.

ARTICLE XXXI MISCELLANEOUS

31.1 Authorization.

31.1.1 Cincinnati Bell Telephone Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

31.1.2 NEXTLINK Kentucky, Inc., is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. NEXTLINK Kentucky, Inc., represents and warrants to CBT that it has been certified as a LEC by the Commission and is authorized to provide, within the areas where it intends to provide services pursuant to this Agreement in the State of Kentucky, the services it has contracted to provide herein.

31.2 Designation of Affiliate.

31.2.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the affiliate shall become a co-obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as primary obligor hereunder. Any Party which elects to perform its obligations through an affiliate shall cause its affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an affiliate, such Party has the authority to cause such affiliate to perform such obligation and such affiliate will have the resources required to accomplish the delegated performance.

31.2.2 All of the benefits to be provided hereunder for CBT or NEXTLINK, as the case may be, will be provided to that Party's affiliates if and to the extent that a Party desires to conduct all or part of its respective business operations contemplated hereunder through affiliates.

31.3 Subcontracting. Except as provided in Section 12.9, either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors.

31.4 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

31.5 Force Majeure. Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement (other than obligations to make money payments, reimbursements or issue credits) resulting from any cause beyond the reasonable control of such Party, including acts of nature, acts of God, acts of civil or military authority, any law, order, regulation or ordinance of any government or legal body, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, or unusually severe weather. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof and/or be excused from such performance (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay and by a reasonable amount of time required to reconstruct network infrastructure or of the components thereof. Upon the elimination of the delaying condition and to the extent the delaying condition was equally applicable to its own operations, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CBT caused by the force majeure event, CBT agrees to resume performance in a nondiscriminatory manner, and CBT agrees not to favor its own restoration of Telecommunications Services above that of NEXTLINK.

31.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Kentucky shall govern, without reference to its conflict of law provisions.

31.7 Taxes.

31.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

31.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

31.8 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an affiliate in accordance with Section 31.2 by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. No assignment or delegation hereof should relieve the assignor of its obligation under this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

31.9 Non-Waiver. No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a general waiver or relinquishment of such term, condition, right or privilege.

31.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy, with a confirmation copy sent by a method described in (a), (b) or (c) of this Section 31.10, to the following addresses of the Parties:

To NEXTLINK:

NEXTLINK Kentucky
Two Easton Oval, Suite 300
Columbus Ohio 43219
Attn: Douglas Kinkoph
Vice President, Regulatory & External Affairs
Facsimile: (614) 629-3201

with a copy to:

NEXTLINK
810 Jorie Blvd., Suite 200
Oak Brook, IL 60523
Attn: Brian Rankin
Vice President, Legal and Regulatory Affairs
Facsimile: (630) 371-3251

To CBT:

Cincinnati Bell Telephone Company
201 E. Fourth Street
Cincinnati, Ohio 45201-2301
Attn: Vice President - Regulatory Affairs
Facsimile: (513) 397-2408

with a copy to:

Cincinnati Bell Telephone Company
201 E. Fourth Street, Room 715
Cincinnati, Ohio 45201-2301
Attn: Senior Vice President & General Counsel
Facsimile: (513) 721-7358

or to such other address as either Party shall designate by proper notice. Actual notice will be required in order to commence any time periods in this Agreement which require notice to the other Party.

31.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other materials without such Party's prior written consent, except as permitted by Applicable Law. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

31.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing to or purchasing services from any other person nor does it obligate either Party to purchase any services from the other Party.

31.13 Section 252(i) Obligations.

31.13.1 The Parties shall comply with their respective obligations under Section 252(i) of the Act.

31.14 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this

Agreement shall constitute one Party as the legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

31.15 No License. No license under patents, copyrights, trademarks, trade secrets or any Intellectual Property right (other than the limited license to use same consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

31.16 Survival. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXIII, XXV and XXVI and Sections 3.9.4, 6.5, 10.11.3, 12.5, 16.16, 16.18, 28.1, 28.2, 28.3, 31.7, 31.11 and 31.14.

31.17 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

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

31.19 Reservation of Rights. The Parties acknowledge that certain terms of this Agreement were established by order of the Commission. The terms of this Agreement may be altered or abrogated by a successful challenge instituted under applicable law before or after the Agreement has been approved pursuant to 47 U.S.C. ' 252(e)(1) or has been deemed approved by operation of law pursuant to 47 U.S.C. ' 252(e)(4). By signing this Agreement, a Party does not waive its right to pursue such a challenge.

31.20 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariff provisions referenced herein and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2000.

NEXTLINK KENTUCKY, INC.

CINCINNATI BELL TELEPHONE
COMPANY

By: _____

By: _____

Printed: Gerald Salemme

Printed: Linda D. Frank

Title: Senior Vice President

Title: Vice President & General Manager –
Carrier Services

SCHEDULE 1.2

DEFINITIONS

“9-1-1” means the services described in Section 3.9.

“Acceptance Testing” shall be defined as the joint testing between CBT’s technician and NEXTLINK’s designated test representative for the purpose of verifying Continuity.

“Access Toll Connecting Trunks” is as defined in Section 5.1.

“Act” means the Communications Act of 1934 (47 U.S.C. ' 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations and applicable orders of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“ADSL” or **“Asymmetrical Digital Subscriber Line”** means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

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

“Affiliate” is as defined by the Act.

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

“Applicable Laws” is as defined in Section 19.2.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“Automatic Location Identification” or **“ALI”** means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI, as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions, will be identified with the service address of the calling party’s listed number.

“Automatic Number Identification” or **“ANI”** means a multifrequency or CCS7 Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to E9-1-1, **“ANI”** means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display.

“Automatic Route Selection” or **“ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

“Bellcore” means Telcordia Technologies, formerly Bell Communications Research, Inc.

“Bill Date” means the date that a bill is issued by a Party.

“Binder” or **“Binder Group”** means copper pairs bundled together in a cable, generally in groups of 25, 50 or 100.

“BLV/BLVI Traffic” means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

“Business Day” means Monday through Friday excluding the following holidays: New Years Day (or closest weekday), President’s Day, Good Friday, Memorial Day, Independence Day (or closest weekday), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (or closest weekday).

“Bona Fide Request” means the process described on **Schedule 2.2.**

“Calling Party Number” or **“CPN”** is a Common Channel Interoffice Signaling (**“CCIS”**) parameter which refers to the number transmitted through a network identifying the calling party.

“Carrier of Record” is as defined in **Section 10.11.3.**

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

“CCS” means one hundred (100) call seconds.

“Central Office Switch” means a switch used to provide Telecommunications Services, including:

- (a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and
- (b) **“Tandem Office Switches” or “Tandems,”** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

“Centrex” means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

“CLASS Features” means certain CCIS-based features available to Customers, including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

“Commercial Mobile Radio Service” or “CMRS” is As Defined in the Act.

“COBO” is as defined in Section 12.12.2(b).

“Collocation” is As Described in the Act.

“Combination” is as defined in Section 9.3.

“Commission” or “KPSC” means the Kentucky Public Service Commission.

“Common Channel Interoffice Signaling” or “CCIS” means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System 7 (SS7).

A **“Conditioned Loop”** is a copper loop from which load coils, bridge taps, low-pass filters, range extenders, and similar devices that carriers use to improve voice transmission capability have been removed. A conditioned copper loop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length).

“Continuity” shall be defined as a single, uninterrupted path along a circuit, from the demarcation point at the customer premises to the horizontal side of the Main Distribution Frame (MDF).

“Contract Month” means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

“Contract Year” means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

“Control Office” means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing, feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

“Co-Carrier Cross Connection” means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel in the same building as the Collocation space between (i) the collocated Party’s equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such Collocation.

“Customer” means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

“Customer Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

“Customer Name and Address Information” or **“CNA”** means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

“Customer Proprietary Network Information” or **“CPNI”** is As Defined in the Act.

“Customer Usage Data” is as defined in **Section 10.16.1.**

“Dark Fiber” is defined as unused fiber through which no light is transmitted, or installed fiber optic cable not carrying a signal. It is “dark” because it is sold without light communications transmission. The carrier leasing the fiber is expected to put its own electronics and signals on the fiber and make it “light”.

“Data Management System” or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**“SR”**) and ALI features.

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor; (b) any underforecast by NEXTLINK for Network Elements or Interconnection trunks that is off by more than twenty percent (20%) or (c) any Force Majeure Event.

“Delivery Date” is as defined in **Sections 12.12.2(c)** and **12.12.3(c).**

“Deployment Practices” refer to practices addressing how an advanced services technology is deployed in a manner that safeguards spectrum compatibility, and to guidelines for choosing among technologies where they conflict with each other.

“Derivative Information” is as defined in **Section 20.1.1(b)**.

“Dialing Parity” is As Defined in the Act.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

“Digital Signal Level 0” or **“DS0”** means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

“Digital Signal Level 1” or **“DS1”** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

“Digital Signal Level 3” or **“DS3”** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

“Digital Subscriber Line” (**“DSL”**) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

Digital Subscriber Line Access Multiplexer” (**“DSLAM”**) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

“Directory Listings” refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.

“Disclosing Party” is as defined in **Section 20.1.1**.

“Dispute” is as defined in **Section 28.3**

“Disputed Amounts” is as defined in **Section 28.1.1**.

“Documentation of Authorization” is as defined in **Schedule 10.11.1**.

“Emergency Services” mean police, fire, ambulance, rescue and medical services.

“E9-1-1” or **“Enhanced 9-1-1 (E9-1-1) Service”** provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

“Enhanced Extended Link” or **“EEL”** is defined as combinations of loop and transport unbundled network elements.

“equal in quality” is as defined in **Section 3.6.**

“Exchange Access” is As Defined in the Act.

“Exchange Area” means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

“Exchange Message Record” or **“EMR”** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

“FCC” means the Federal Communications Commission.

“Fiber-Meet” means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

“Force Majeure Event” is as defined in **Section 30.5.**

“Grandfathered Services” is as defined in **Section 10.3.1.**

“Hazardous Substances” is as defined in **Section 19.4.**

“HDSL” or **“High-Bit Rate Digital Subscriber Line”** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (**“2B1Q”**), Carrierless AM/PM, Discrete Multitone (**“DMT”**), or 3 Binary / 1 Octel (**“3B1O”**).

“High Frequency Portion of the Loop” (**“HFPL”**) is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The voice band frequency range of the spectrum is typically between 300 to 3,000 Hertz and possibly up to 3,400 Hertz depending upon equipment and facilities.

“Implementation Team” is as defined in **Article XVIII.**

“Incumbent Local Exchange Carrier” or **“ILEC”** is As Defined in the Act.

“Information Service Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

“Initial Billing Company” or **“IBC”** means the Local Exchange Carrier which provides the Feature Group B or D services in a Switching Center. For purposes of this Agreement, NEXTLINK is the IBC.

“Initial Term” is as defined in **Section 21.1**.

“Inside Wire” means all loop plant owned by CBT on end-user customer premises as far as the point of demarcation, including the loop plant near the end-user customer premises.

“Insufficient Capacity” is as defined in **Section 16.1.2**

“Integrated Digital Loop Carrier” means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the Central Office Switch at a DS1 level.

“Integrated Services Digital Network” or **“ISDN”** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is as defined in **Section 2.1**.

“Interconnection Point” is as defined in **Section 3.2.2**.

“Interexchange Carrier” or **“IXC”** means a carrier that provides interLATA or intraLATA Telephone Toll Services.

“InterLATA” is As Defined in the Act.

“IntraLATA Toll Traffic” means all IntraLATA calls other than Local Traffic and ISP traffic.

“Known Disturber” is an advanced services technology that is prone to cause significant interference with other services deployed in the network.

“Line Conditioning” means the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability,

including xDSL service. Such services include but are not limited to, bridge taps, low pass filters, and range extenders.

“Line Information Data Base(s)” or “LIDB” means one or all, as the context may require, of the Line Information Data Bases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to NEXTLINK without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from NEXTLINK to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

“Local Access and Transport Area” or “LATA” is As Defined in the Act.

“Local Exchange Carrier” or “LEC” is As Defined in the Act.

“Local Loop ” or “Loop” is defined as a transmission facility between a distribution frame (or its equivalent) in CBT’s central office and the loop demarcation point at an end-user customer premises, including inside wire owned by CBT. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

“Local Number Portability” or “LNP” means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

“Local Traffic” means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the Parties’ then current local serving area, including traffic between a LEC and a CMRS provider that at the beginning of the call, originates and terminates within the same Major Trading Area (MTA). Local traffic does not include Internet Service Provider (ISP) traffic originated by an end user of one Party and routed to an ISP Point of Presence.

“Logical Trunk Group” means the total group or groups of individual interconnection trunks which deliver traffic from one Central Office Switch/Switching Center to another.

“Loss” or **“Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

“Main Distribution Frame” means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

“Make-Ready Work” means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate NEXTLINK's Attachments.

“MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) 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 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.

“Meet-Point Billing” means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

“Multiple Bill/ Multiple Tariff” means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

“Network Element” is As Defined in the Act.

“Network Interface Device” or **“NID”** network element is defined as any means of interconnection of end-user customer premises wiring to CBT's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions and capabilities of the facilities used to connect the loop to the premises wiring, regardless of the particular design of the NID mechanism.

“NEXTLINK Directory Customer” is as defined in **Section 15.1**.

A **“non-standard xDSL-based technology”** is a loop technology that is not presumed acceptable for deployment.

“Normal Business Hours” means 8:00 a.m. to 5:00 p.m., EST/EDT on Business Days.

“North American Numbering Plan” or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The

NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

“Number Portability” is As Defined in the Act.

“NXX” means the three-digit code which appears as the first three digits of a seven-digit telephone number.

“OBF” means 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).

“Occupancy Date” is as defined in Section 12.12.2(f).

“Optical Line Terminating Multiplexer” or **“OLTM”** is as defined in Section 3.3.

“Party” means either CBT or NEXTLINK, and **“Parties”** means CBT and NEXTLINK.

“Physical Collocation” is as defined in the Act.

“PIC” means primary Interexchange Carrier.

“Premises” is As Defined in the Act.

“Presumed Acceptable For Deployment” is a loop technology that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

“Primary Listing” means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Customer entitled to a single primary listing.

“Proof of Continuity” shall be determined by performing a physical fault test from the demarcation point to the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”

“Proprietary Information” is as defined in Section 20.1.1.

“Public Safety Answering Point” or **“PSAP”** means 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

Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Publisher” means CBT's White Pages Directories publisher.

“Rate Center” means the specific geographic point which has been designated by a given LEC as being associated with one or more NPA-NXX codes which have been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

“Resale Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers of NEXTLINK within the defined geographic area, except to the extent such Customers of NEXTLINK have requested not to be listed in a directory.

“Resale Services” is as defined in Section 10.3.

“Resale Tariff” is as defined in Section 10.11.2.

“Routing Point” means a location which an LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **“RP Practice”**), the Routing Point (referred to as the **“Rating Point”** in such RP Practice) may be an End Office Switch location, or a **“LEC Consortium Point of Interconnection.”** Pursuant to such RP Practice, each **“LEC Consortium Point of Interconnection”** shall be designated by a common language location identifier (CLLI) code with (x)MD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

“Selective Routing” or **“SR”** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

“Service Agency” means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

“Service Control Point” or **“SCP”** is As Defined in the Act.

“Service Line” means a telecommunications link from the Central Office terminating at the PSAP.

“Shared Tenant Service Agreement” means the provision of centralized Telecommunications Services to tenants within the same building or a complex of buildings.

“Signaling End Point” or **“SEP”** means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

“Signal Transfer Point” or **“STP”** is As Defined in the Act.

“Significantly Degrade” means an action that noticeably impairs a service from a user’s perspective.

“Spectrum Compatibility” means that energy that transfers into a loop pair, from services and transmission system technologies on other pairs in the same cable, does not cause an unacceptable degradation of performance.

“Spectrum Management” refers to loop plant administration, such as binder group management and other deployment practices that are designed to result in spectrum compatibility, preventing harmful interference between services and technologies that use pairs in the same cable.

A **“Splitter”** is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

“Subloop” is defined as any portion of the loop from CBT’s MDF to the demarcation point at the customer premise that can be accessed at a terminal in CBT’s outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled

environment vault or at the MDF. Access to the subloop is subject to the Commission's collocation rules at §§ 51.321-323.

“Subsequent Billing Company” or **“SBC”** means the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, CBT is initially the SBC.

“Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

“Switching Center” serves as a Routing Point for Switched Exchange Access and Interconnection Access Service.

“Synchronous Optical Network” or **“SONET”** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

“Technical Reference Schedule” is the list of technical references set forth in **Schedule 2.3.**

“Technically Feasible Point” is As Described in the Act.

“Telecommunications” is As Defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“Telecommunications Assistance Program” means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Relay Service” means a service provided to speech-and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and then type the message recipient's response to the speech-or hearing-impaired caller.

“Telephone Toll Service” is As Defined in the Act.

“Unauthorized Switching” is as defined in **Section 10.11.2.**

“Virtual Collocation” is As Defined in the Act.

“Wholesale Resale Services” is as defined in **Section 10.1.**

“Wire Center” means the Premises of a Party at which all Customer Loops within a defined geographic area are converged. Such Loops may be served by one (1) or more Central Office Switches within such Premises. The Wire Center serves as a Routing Point for Switched Exchange Access Service.

“Withdrawn Services” is as defined in **Section 10.3.2.** In CBT terminology, Withdrawn Services means Grandfathered and Scheduled to be Withdrawn.

“xDSL Capable Loop” is a loop that a NEXTLINK may use to deploy xDSL technologies.

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
KENTUCKY

1. Interconnection

LATA	CBT Interconnection Point	NEXTLINK Interconnection Point	Interconnection Activation Date
922	CNCNOHWS03T	TBD	TBD

SCHEDULE 2.2

BONA FIDE REQUEST PROCESS

1. Any request for Interconnection, services or access to any Network Element(s) that is not already available as described herein shall be treated as a Request under this Schedule.
2. CBT shall use this Schedule to determine technical feasibility of the requested Interconnection, services or Network Element(s) and, for those items that are technically feasible, to provide the terms and timetable for providing the requested items.
3. A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested service, network element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection, service or network element will be used to provide a telecommunications service; (d) the quantity requested; and (e) the location(s) requested.
4. Within three (3) Business Days of receipt of Request, CBT shall acknowledge its receipt and shall have completed its review of the Request for initial compliance with Section 3 above. In its written acknowledgment, CBT shall advise NEXTLINK of any missing information reasonably required in order for CBT to complete its preliminary analysis of the Request described in Section 5 below.
5. Unless otherwise agreed to in writing by the Parties, within fifteen (15) Business Days of its receipt of the Request, CBT shall provide NEXTLINK a preliminary analysis of the Request. The preliminary analysis shall specify whether or not the requested interconnection, service or network element described in the Request is technically feasible and whether or not CBT believes it is required to provide such Request pursuant to the Telecommunications Act of 1996. Such preliminary analysis shall be in writing and set forth the basis for CBT's conclusions.
6. Unless otherwise agreed to by the Parties, as soon as feasible, but not more than thirty (30) days after CBT notifies NEXTLINK that the Request is technically feasible, CBT shall provide NEXTLINK a firm price quote and availability date for such development ("**Bona Fide Request Quote**"). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements ("Standard BFR Request"), for CBT retail Customers, CBT shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests ("Non-standard BFR Request"), CBT shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) days from the date CBT notifies NEXTLINK that the Request is technically feasible. The Bona Fide Request Quote provided by CBT to NEXTLINK shall include, at NEXTLINK's option, either (a) the applicable rates (recurring and nonrecurring) of the requested Interconnection, Network Element, Combination or Customized feature, capability or functionality, which rates shall include the reasonable amortized costs of development of such Interconnection, Network Element, Combination or customized feature, capability or functionality or (b) the reasonable costs of

development of the Interconnection, Network Element, Combination or customized feature, capability or functionality listed as a separate charge and the applicable rates (recurring or nonrecurring for such Interconnection, Combination or customized feature, capability or functionality).

7. Within thirty (30) Business Days of its receipt of the Request quote, NEXTLINK must confirm its order, cancel its Request, or seek remedy under the Dispute Resolution section of the Agreement.

8. CBT will utilize information from previously developed BFRs to address similar arrangements in order to attempt to shorten the response times for the currently requested BFR.

9. In the event of a dispute under this Schedule, the Parties agree to seek expedited Commission resolution of the dispute, with a request to the Commission that the Commission resolve any pricing or provisioning dispute within thirty (30) days of CBT's response to NEXTLINK's BFR.

10. NEXTLINK may cancel its bona fide request at any time. However, if NEXTLINK cancels its bona fide request order after it confirms its order, NEXTLINK shall pay the reasonable and demonstrable cost of processing and/or implementing the bona fide request up to the date of cancellation.

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

The technical references listed in this schedule represent practices, procedures, service specifications, and equipment specifications related to various telecommunications services, network elements, and other equipment. This list is not intended to be all inclusive.

Some of the Technical References contained herein represent technical specifications intended for manufacturers and developers of hardware and software related to the Telecommunications Industry. As such, they do not apply directly to CBT.

CBT deploys in its network commercially available hardware and software. CBT makes a reasonable attempt to assure that such hardware and software comply with industry standards but makes no guarantee of compliance.

CBT may not have available all of the options indicated in the references contained herein.

Unbundled Network Elements

Unbundled Loop Transmission

ANSI T1.413-1995 Specifications

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces

ANSI T1E1 Committee Technical report Number 28

Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7

Bellcore TR-TSY-000008 Digital Interface Between the SLC Digital Loop Carrier System and Local Digital Switch, Issue 2, August 1987

Bellcore TR-TSY-000673, Operation System Interface for an IDLC System (LSSGR)

FSD 20-02-2100, Issue 1, September 1989

Bellcore Integrated Digital Loop Carrier System General Requirements, Objectives and Interface, GR 303-CORE, Issue 1, September 1995

Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)
Bellcore GR-1432-CORE (TCAP)
Bellcore GR-905-CORE (ISUP)
Bellcore GR-1429-CORE (Call Management)
Bellcore GR-1357-CORE (Switched Fractional DS1)
Bellcore GR-1428-CORE (Toll Free Service)
Bellcore GR-1597-CORE (Calling Name)
Bellcore GR-954-CORE (Line Information Database)
Bellcore GR-2863-CORE (Advanced Intelligent Network)
GR-1298-CORE, AIN Switching System Generic Requirements
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements
TR-NWT-001284, AIN 0.1 Switching System Generic Requirements
SR-NWT-002247, AIN Release 1 Update
ANSI standards Q.931, Q.932
Bellcore TR-NWT-08
Bellcore TR-NWT-303
TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

Dedicated and Shared Transport

ANSI T1.101-1994, American National Standard for Telecommunications-Synchronization Interface Standard Performance and Availability
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats
ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Automatic Protection Switching
ANSI T1.105.02-1995, American National Standard for Telecommunications-Synchronous Optical Network (SONET) - Payload Mappings
ANSI T1.105.03-1994, American National Standard for Telecommunications-Synchronous Optical Network (SONET) - Jitter at Network Interfaces
ANSI T1.105.03a-1995, American National Standard for Telecommunications-Synchronous Optical Network (SONET) - Jitter at Network Interfaces -DS1 Supplement
ANSI T1.105.04-1995, American National Standard for Telecommunications-Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Tandem Connection
ANSI T1.105.06-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Physical Layer Specifications

ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)

ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications

ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)

ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications

ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

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

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Signaling Transfer Points (“STP”s)

Bellcore GR-82-CORE, Signal Transfer Point Generic Requirements

ANSI T1.111.2

ANSI T1.111.3

ANSI T1.111.4

ANSI T1.112

ANSI T1.112.4

ANSI T1.118

ANSI T1.111.6

ANSI T1.112.5

GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)

GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)

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

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)

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

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

Service Control Points (SCPs)/Call-Related Databases

GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)

GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)

GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)

GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)

GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)

GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)

GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90
GR-905-CORE
GR-1429-CORE
GR-2863-CORE
GR-2902-CORE

Performance Standards

Bellcore FR-64, LATA Switching Systems Generic Requirements (LSSGR)
Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements
Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems
Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems
Bellcore TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7
Bellcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)
Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems
GR-303-CORE, Issue 1, September 1995, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface
Bellcore TR-NWT-000505, Issue 3, May 1991, LSSGR Section 5, Call Processing
Bellcore LSSGR TR-TSY-000511
Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
ANSI T1.105-1995
ANSI T1.512-1994 Network Performance - Point-to-Point Voice-Grade Special Access Network Voiceband Data Transmission Objectives

Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, "Customer Premises or Network Ground Wire"
Bellcore Generic Requirement GR-49-CORE, "Generic Requirements for Outdoor Telephone Network Interface Devices"
Bellcore Technical Requirement TR-NWT-00239, "Indoor Telephone Network Interfaces"
Bellcore Technical Requirement TR-NWT-000937, "Generic Requirements for Outdoor and Indoor Building Entrance"

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

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

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)

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

Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line
Information Database (LIDB) Service
Bellcore Standard FR-NWT-000476
ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service,
Transmission Parameter Limits and Interface Combinations;

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable
Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment
Requirements, Issue 3, March 1988
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR,
FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements,
Issue 1, January 1993
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type
Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power
Generating Stations
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable
Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment
Requirements, Issue 3, March 1988
TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power
Plant Rectifiers, Issue 1 (Bellcore, May 1985)
TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June
1985)
TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power
Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)
TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central
Offices, Issue 2 (Bellcore, July 1992)
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR,
FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements,
Issue 1, January 1993
Underwriters' Laboratories Standard, UL 94

SCHEDULE 3.7

CBT INTERCONNECTION STANDARD INTERVALS

1.0 Interconnection Standard Intervals

(A) CBT shall, on a quarterly basis, complete ninety percent (90%) of the eligible trunk orders within the intervals set forth in **Section 2.0** below.

(B) The following types of orders will be excluded from the measurements: (1) at NEXTLINK's request, the interval exceeds the standard interval, (2) after the order is submitted to CBT, it is changed or rescheduled by NEXTLINK, (3) NEXTLINK causes a delay in completing the order, or (4) any other "**Delaying Event**" as defined in the Agreement.

2.0 Trunk Provisioning Intervals

Number of End Office
Trunks Per Order

Interval

1-48

10 Business Days

49-96

10 Business Days

97 +

Negotiated

New Trunk Groups to Tandem(s)

Negotiated

3.0 Trunking Grade of Service

Blocking Standards

Traffic Type

Measurement

Exchange Access Final Trunk Group Traffic via Tandems

2 of 1% (0.005)

All Other Final Trunk Group Traffic

1% (0.01)

4.0 Trunk Restoral

Type of Outage

Interval

Service Affecting

within 1 hour

Non-Service Affecting

within 24 hours

5.0 Measurement of Blocking Standards shall be on a quarterly basis,.

SCHEDULE 4.4

SS7 NETWORK INTERCONNECTION

1.0 NEXTLINK and CBT shall configure interconnection between their SS7 networks as follows. NEXTLINK shall establish an SS7 Signaling Path directly with CBT (without the use of NEXTLINK's third-party SS7 provider (hereinafter "SS7 A Link Set 1"). NEXTLINK shall establish a second SS7 Signaling Path with CBT via NEXTLINK's third-party SS7 provider, GTE INS (hereinafter "SS7 A Link Set 2"). The use of SS7 A Link Set 1 and SS7 A Link Set 2 shall provide NEXTLINK and CBT with a primary and secondary signaling path between the Parties. In the event the primary SS7 A Link Set loses continuity or suffers signaling link congestion, the alternative SS7 A Link Set shall be automatically selected by the CBT STP and the NEXTLINK SSP.

2.0 NEXTLINK and CBT shall use SS7 A Link Set 1 for local and transit trunk group signaling between NEXTLINK and CBT by using a direct SS7 signaling path where direct trunk group(s) are in place. The SS7 signaling path using SS7 A Link Set 1 shall act as the primary signaling path and would be the first choice for SS7 supported call set-up between NEXTLINK and CBT. The SS7 signaling path using SS7 A Link Set 2 shall be used on a primary basis to perform database query activities and trunk group signaling on a secondary or alternate basis.

3.0 In the event of loss of SS7 A Link Set 1 continuity or signaling link congestion, SS7 A Link Set 2 would be used as the alternate and would automatically be selected by the CBT STP and the NEXTLINK SSP when congestion or link outage is detected by the network elements. The CBT STP and the NEXTLINK SSP shall internally perform primary and alternate routing of SS7 trunk signaling messages through switch database translations.

SCHEDULE 4.7

CONNECTIVITY BILLING AND RECORDING

- 1.0 CBT shall attempt to comply with OBF standards in its CRIS and CABS billing format.
- 2.0 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to NEXTLINK. For all Connectivity Charges billed to NEXTLINK, CBT shall
 - 2.1 indicate the state from which such charges were incurred.
 - 2.2 bill pursuant to this Agreement at the rates set forth in this Agreement.
 - 2.3 bill NEXTLINK for the Connectivity Charges incurred.
 - 2.4 provide a unique BAN and invoice number for capital expenditures associated with NEXTLINK collocation (e.g., costs associated with building the “cage”)
 - 2.5 provide thirteen (13) character alpha/numeric BANS, with only one BAN per state
 - 2.6 provide bills no later than five (5) calendar days from Bill Date.

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from NEXTLINK Customers served from an NEXTLINK Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	NEXTLINK
Local Switching	NEXTLINK
Interconnection Charge	NEXTLINK
Local Transport (Tandem) Termination	50% CBT 50% NEXTLINK
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

- B. Intrastate access - Terminating to or originating from NEXTLINK Customers served from an NEXTLINK Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	NEXTLINK
Local Switching	NEXTLINK
Interconnection Charge	NEXTLINK
Local Transport (Tandem) Termination	50% CBT 50% NEXTLINK
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

SCHEDULE 9.2.1

LOCAL LOOPS

CBT shall provide the unbundled loops described in this Schedule 9.2.1 to NEXTLINK in accordance with the provisions of this Schedule 9.2.1. Specifications for performance, acceptance limits and immediate action limits are listed in **Schedule 2.3** (the “**Technical Reference Schedule**”).

1.0 “Two (2) Wire Analog Voice Grade Loops”

1.1 Two (2) Wire Analog Voice Grade Loops are two (2) wire loops capable of supporting POTS or POTS- like services utilizing a copper pair or derived analog voice grade channel.

1.2 Two (2) wire Analog Voice Grade Loop must be ordered before additional conditioning options apply. Additional conditioning will be considered incremental in functionality and price to the basic link.

2.0 “Four Wire Analog Voice Grade Loop”

2.1 Four (4) Wire Analog Voice Grade Loops are four (4) wire loops capable of supporting the transmission of voice grade signals using separate transmit and receive paths and terminate in a Four (4)-wire electrical interface at both ends.

3.0 “Two (2) Wire ISDN BRI 160-Kbps Digital Loop”

3.1 Two (2) Wire ISDN BRI Loops are capable of supporting a digital transmission of two (2) 64-Kbps bearer channels and one 16-Kbps data channel (2B+D).

3.2 Two (2) Wire ISDN BRI Loops will be qualified to determine how the Basic two (2) wire Analog Voice Grade Loop is to be configured to support ISDN BRI services.

4.0 “Four (4) Wire 64-Kbps Digital Loop”

4.1 Four (4) Wire 64-Kbps Digital Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of a 64-Kbps and terminates in a Four (4) Wire electrical interface at both the Customer premises and at the MDF in CBT's Central Office.

5.0 “Four (4) Wire 1.544-Mbps Digital Loop”

5.1 Four (4) Wire 1.544-Mbps Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of 1.544-Mbps and terminates in a Four (4) Wire electrical interface at the Customer premises and on the DSX frame in CBT's Central Office.

6.0 “Two Wire xDSL Compatible Loop”

6.1 Two Wire xDSL Compatible Loops are loops from a customer premises to a CBT Central Office, using all copper facilities from the customer premises to the CBT Central Office. Such Two Wire xDSL Compatible Loops will be provided only where continuous, unfettered copper (*e.g.*, no load coils, no DAMLs, no digital loop carrier systems) is available and may contain minimal bridged taps (up to 1,500 feet). Such loops may contain repeaters at NEXTLINK’s sole option and discretion. The parties acknowledge that NEXTLINK may use a variety of xDSL technologies to provision services using a Two Wire xDSL Capable Loop, and that NEXTLINK will, at its sole option and discretion, determine the services it provides to its customers over such a loop.

6.2 NEXTLINK may deploy such technologies over Two Wire xDSL Compatible Loops provided by CBT as do not degrade the performance of other services provided by CBT or other CLECs operating in CBT’s local service area. The Commission shall determine whether a technology degrades the performance of other services.

6.3 CBT shall charge NEXTLINK for Two Wire xDSL Compatible Loops the rate specified in this Agreement for Two (2) Wire Analog Voice Grade Loops plus qualification and conditioning charges until the Commission orders a rate for Two Wire xDSL Compatible Loops, at which point such ordered rates shall apply.

7.0 “Four Wire xDSL Compatible Loop”

7.1 Four Wire xDSL Compatible Loops are loops from a customer premises to a CBT Central Office, using all copper facilities from the customer premises to the CBT Central Office. Such Four Wire xDSL Compatible Loops will be provided only where continuous, unfettered copper (*e.g.*, no load coils, no DAMLs, no digital loop carrier systems) is available and may contain minimal bridged taps (up to 1,500 feet). Such loops may contain repeaters at NEXTLINK’s sole option and discretion. The parties acknowledge that NEXTLINK may use a variety of xDSL technologies to provision services using a Four Wire xDSL Capable Loop, and that NEXTLINK will, at its sole option and discretion, determine the services it provides to its customers over such a loop.

7.2 NEXTLINK may deploy such technologies over Four Wire xDSL Compatible Loops provided by CBT as do not degrade the performance of other services provided by CBT or other CLECs operating in CBT’s local service area. The Commission shall determine whether a technology degrades the performance of other services.

7.3 CBT shall charge NEXTLINK for Four Wire xDSL Compatible Loops the rate specified in this Agreement for Four (4) Wire Analog Voice Grade Loops plus qualification and conditioning charges until the Commission orders a rate for Four Wire xDSL Compatible Loops, at which point such ordered rates shall apply.

8.0 “DS3 Loop”

8.1 A DS3 Loop provides for the communication path between a customer designated premises and CBT’s serving wire center for that premises at a speed of 44.736 Mb/s.

9.0 “OC-3 Loop”

9.1 A channelized OC-3 Loop provides a channelized communication path between a customer designated premises and CBT’s serving wire center for that premises at a speed of 155.52 Mb/s.

9.2 An unchannelized OC-3 Loop provides a concatenated communication path between a customer designated premises and CBT’s serving wire center for that premises at a speed of 155.52 Mb/s.

10.0 “OC-12 Loop”

10.1 A channelized OC-12 Loop provides for a channelized communication path between a customer designated premises and CBT’s serving wire center for that premises at a speed of 622.08 Mb/s.

10.2 An unchannelized OC-12 Loop provides a concatenated communication path between a customer designated premises and CBT’s serving wire center for that premises at a speed of 622.08 Mb/s/

11.0 “OC-48 Loop”

11.1 A channelized OC-48 Loop provides for a channelized communication path between a customer designated premises and CBT’s serving wire center for that premises at a speed of 2,488.32 Mb/s.

12.0 “Dark Fiber Loop”

12.1 A Dark Fiber Loop provides for the communications path between a designated customer premises and the telephone company serving wire center of that premises using “Dark Fiber”.

13.0 Unbundled Packet Switching

Where NEXTLINK is unable to obtain spare copper loops necessary to provision an advanced service at the same level of quality as CBT and unable to install a DSLAM at the remote terminal and CBT has placed a DSLAM in the remote terminal, CBT will unbundle and provide access to its DSLAM consistent with the FCC’s UNE Remand Order (CC Docket No. 96-98) or any other applicable FCC or Commission Order.

14.0 Loop Databases

14.1 CBT will provide to NEXTLINK the same access as CBT's retail customer service representatives have to CBT's loop or outside plant electronic databases, to the extent any exist, for NEXTLINK's use in its (i) preordering, and loop qualification, (ii) ordering, (iii) provisioning (iv) maintenance, and repair and (v) billing processes.

14.2 All requests for Two and Four Wire xDSL Compatible Loops will trigger a loop characteristic information process. This loop characteristic information process examines the available loop facilities to the customer premises in question for information about the loop facilities' physical characteristics. The loop characteristic information process shall examine all available loop facilities with the goal of finding a Two Wire or Four Wire xDSL Capable Loop that meets NEXTLINK requirements. Until a mechanized process is in place for obtaining loop characteristic information, if ever, all requests for loop characteristic information shall be submitted to CBT on a manual basis. The qualification charge applies when CBT supplies loop characteristic information to NEXTLINK.

14.3 If the result of the loop characteristic information process indicates that the best available loop meets the parameters for a xDSL Compatible loop, NEXTLINK will be so notified.

14.4 If the results of the loop characteristic process indicate that no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop, NEXTLINK will be so notified.

14.4.1 If no loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop because of the existence of electronics, not including the existence of bridged taps, on the loop and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, upon NEXTLINK's request, remove all such intervening electronics in exchange for payment of the conditioning charge by NEXTLINK and provide such loop to NEXTLINK.

14.4.2 If no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop due to the existence of a digital loop carrier system, CBT shall, at the request of NEXTLINK, roll such loop to existing parallel copper carrying a not copper-dependent service that is then currently in use.

14.4.3 If no loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop because of the existence of the load coils on the loop and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, upon NEXTLINK's request, remove all load coils in exchange for payment of the load coil removal charge by NEXTLINK and provide such loop to NEXTLINK.

14.4.4 If no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop due to the existence of bridged taps, and said loop is less than eighteen

(18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, at the request of NEXTLINK, remove bridged taps in exchange for payment of the bridged taps removal charge by NEXTLINK and provide such loop to NEXTLINK.

14.4.5 If the results of the loop characteristic process indicate that no loop is less than eighteen (18) kilofeet of 26 gauge equivalent length, NEXTLINK will be so notified. If NEXTLINK still would like to purchase this loop, CBT will provide such a loop.

SCHEDULE 9.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

CBT will offer unbundled access to Network Interface Devices (“**NID**”). The NID is a Network Element defined as any means of interconnection of end-user customer premises wiring to the incumbent LEC’s distribution plant, such as a cross connect device used for that purpose. This includes all features, functions and capabilities of the facilities used to connect the loop to the premises wiring, regardless of the particular design of the NID mechanism.

Schedule 9.5, Section 3.0, Network Interface Device Capability, provides additional information on NID provisioning, Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

SCHEDULE 9.2.3

SWITCHING CAPABILITY

1.0 Local Switching. The local switching capability of a Network Element is defined as:

1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

1.3 all features, functions, and capabilities of the switch available from the specific port type (line-side or trunk-side port), which include:

1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to CBT's Customers, such as a telephone number, white page listing, dial tone and signaling;

1.3.2 access to operator services and directory assistance (operator and directory assistance services will be available in a separately negotiated contract);

1.3.3 access to 9-1-1; and

1.3.4 the ability to access all other features that the switch provides, including custom calling, CLASS features and Centrex, as well as any technically feasible customized routing functions available from such switch.

2.0 Tandem Switching.

2.1 The Tandem Switching Capability Network Element is defined as:

2.1.1 an unbundled Network Element in CBT's Class 4 non-TOPS digital Tandem Switches, which includes Interconnection with the trunk at the Tandem Distribution Frame ("**TDF**") and the Tandem Switch trunk ports;

2.1.2 the basic switching function of creating a temporary transmission path that connects NEXTLINK's trunks to the trunks of CBT, IXC's, ICO's, CMRS, and other LEC's interconnected to the Tandem Switch.

2.2 Interconnecting trunk types which can be switched include FGB, FGC, FGD and Type II. Signaling support includes, MF, and SS7 and any signaling conversions between these signaling formats.

2.3 The unbundled Tandem Switching Network Element will provide to NEXTLINK all available basic Tandem Switching functions and basic capabilities that are centralized in the Tandem Switch (and not in End Office Switches), including the following functions CBT makes available to its Customers:

2.3.1 Routing of calls from an inbound trunk to an outbound trunk based on destination digits.

2.3.2 Routing of Equal Access or Operator Service calls from an inbound trunk to an outbound trunk based on the CIC forwarded by the inbound trunk.

2.4 Customized Routing, translations, screening, blocking, and route indexing are provided if technically feasible under the standard switching translations and screening in use in that switch. A request for customized routing, translations, screening, blocking, route indexing other than what is in use in that switch will be provided where technically feasible as a Bona Fide Request. CBT will provide these features if technically feasible and, upon agreement by NEXTLINK to pay the applicable recurring and non-recurring costs of developing, installing, providing and maintaining the capability. Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

SCHEDULE 9.2.4

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are CBT transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide Telecommunications Services between Wire Centers/Switching Centers owned by CBT or NEXTLINK, or between Switches owned by CBT or NEXTLINK.

1.0 CBT provides several varieties of unbundled Interoffice Transmission Facilities:

1.1 Unbundled dedicated interoffice transport facility (“**Dedicated Transport**”) is a dedicated facility connecting two CBT Central Office buildings via CBT transmission equipment. In each Central Office building, NEXTLINK will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center, or to other unbundled Network Elements provided by CBT, to the extent the requested combination is technically feasible and is consistent with other standards established by the FCC and the Commission for the combination of unbundled Network Elements. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2 “**Unbundled dedicated entrance facility**” is a dedicated facility connecting CBT's transmission equipment in an CBT Central Office with NEXTLINK's transmission equipment in NEXTLINK's Switching Center for the purposes of providing Telecommunications Services.

1.3 “**Shared Transport**” is an interoffice transmission path between CBT Network Elements shared by carriers. Where CBT Network Elements are connected by intra office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of CBT inter office transport facilities and is a distinct rate element but cannot be provisioned separate from local or tandem switching.

2.0 CBT shall offer Interoffice Transmission Facilities in each of the following ways:

2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48).

2.2 Shared Transport, as described in **Section 1.3** above.

2.3 Dark Fiber, defined as optical transmission facilities without attached multiplexing, aggregation or other electronics.

3.0 Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

3.1 The transmission path at the requested speed or bit rate.

3.2 The following optional features are available, if requested by NEXTLINK, at additional cost:

3.2.1 Clear Channel Capability per 1.544-Mbps (“**DS1**”) bit stream;

3.2.2 CBT-provided Central Office multiplexing.

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128-, 256-, 384-Kpbs Transport;
multiplexing

3.3 If requested by NEXTLINK, the following are available at an additional costs:

3.3.1 1 + 1 Protection for OC3, OC12 and OC48;

3.3.2 1 + 1 Protection with Cable Survivability for OC3, OC12 and OC48;

3.3.3 1 + 1 Protection with Route Survivability for OC3, OC12 and OC48.

4.0 Technical Requirements. This Section sets forth technical requirements for all Interoffice Transmission Facilities.

4.1 When CBT provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and OC3) shall be dedicated to NEXTLINK-designated traffic.

4.2 CBT shall offer Interoffice Transmission Facilities in all then-currently available technologies, including DS1 and DS3 transport systems, SONET Bi-directional Line Switched Rings when used by CBT, SONET Unidirectional Path Switched Rings, and SONET point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates, except subrate services, where available.

4.3 For DS1 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“**CI to CO**”) connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.4 For DS3 facilities, and higher rate facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“**CI to CO**”) connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.5 When requested by NEXTLINK, Interoffice Transmission Facilities shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

4.6 When physical diversity is requested by NEXTLINK, CBT shall provide physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by NEXTLINK).

4.7 Any request by NEXTLINK for diversity shall be subject to additional charges.

4.8 CBT shall offer the following interface transmission rates for Interoffice Transmission Facilities:

4.8.1 DS1 (Extended SuperFrame - ESF and D4);

4.8.2 DS3 (C-bit Parity and M13 shall be provided);

4.8.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.9 CBT shall permit (when made available as a service) NEXTLINK to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that CBT offers such capabilities to IXC's that purchase transport services. If NEXTLINK requests additional functionality, such request shall be made through the Bona Fide Request process.

SCHEDULE 9.2.5

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1.0 Signaling Transfer Points. A Signaling Transfer Point (“STP”) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (“STPs”) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

1.1 Technical Requirements.

1.1.1 STPs shall provide access to all other Network Elements connected to CBT SS7 network. These include:

- (a) CBT Local Switching or Tandem Switching;
- (b) CBT Service Control Points/Databases;
- (c) Third-party local or tandem switching systems; and
- (d) Third-party-provided STPs.

1.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the CBT SS7 network. This explicitly includes the use of the CBT SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the CBT SS7 network (i.e., transit messages). When the CBT SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (“ISDNUP”) or Transaction Capabilities Application Part (“TCAP”) user data that constitutes the content of the message.

1.1.3 If an CBT Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an NEXTLINK local switch and third-party local switch, the CBT SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the NEXTLINK local STPs and the STPs that provide connectivity with the third-party local switch, even if the third-party local switch is not directly connected to the CBT STPs, based on the routing instruction provided in each message.

1.1.4 STPs shall provide the following functions of the MTP as defined in the applicable standards described in **Schedule 2.3**:

- (a) Signaling Data Link functions;

- (b) Signaling Link functions; and
- (c) Signaling Network Management functions.

1.1.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (“**GTT**”) and SCCP Management procedures, as specified in the applicable standards in **Schedule 2.3**. In cases where the destination signaling point is an CBT local or tandem switching system or database, or is an NEXTLINK or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the CBT SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6 If and when made available by CBT, STPs shall provide all functions of the OMAP commonly provided by STPs. This includes:

- (a) MTP Routing Verification Test (“**MRVT**”); and
- (b) SCCP Routing Verification Test (“**SRVT**”).

1.1.7 In cases where the destination signaling point is an CBT local or tandem switching system or database, or is an NEXTLINK or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the CBT SS7 network.

1.1.8 STPs shall be based upon the following performance standards:

- (a) MTP Performance, as specified in ANSI T1.111.6; and
- (b) SCCP Performance, as specified in ANSI T1.112.5.

1.2 Signaling Link Transport.

1.2.1 **Definition.** Signaling Link Transport is a set of two (2) or four (4) dedicated 56-Kbps transmission paths between NEXTLINK-designated Signaling Points of Interconnection (“**SPOI**”) that provides appropriate physical diversity.

Technical Requirements.

1.2.2 Signaling Link Transport shall consist of full duplex mode 56-Kbps transmission paths.

1.2.3 Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- (a) As an “**A-link**,” which is a connection between a switch or SCP and a Signaling Transfer Point Switch (“**STPs**”) pair; and
- (b) As a “**D-link**,” which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (“**CLECs**”).

1.2.4 Signaling Link Transport layers shall consist of two (2) or more signaling link layers as follows:

- (a) An A-link layer shall consist of two (2) links;
- (b) A D-link layer shall consist of four (4) links.

1.2.5 A signaling link layer is designed to satisfy a performance objective such that:

- (a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- (b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6 A signaling link layer shall to the extent physically reasonable satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- (a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- (b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7 Interface Requirements. There shall be a DS1 (1.544-Mbps) interface at the NEXTLINK-designated SPOI. Each 56-Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

2.0 Database Services.

2.1 Toll-Free Database Services

2.1.1 Should CBT, during the term of this agreement, deploy a toll-free database within its network, CBT will provide NEXTLINK access to such database on terms and conditions at parity with access CBT provides itself, affiliates, or other carriers. The details of the terms and conditions will be made as an addendum to this agreement.

2.2 LIDB Database Service.

2.2.1 Should CBT, during the term of this agreement, deploy a Line Information Database (“**LIDB**”) within its network, CBT will provide NEXTLINK access to such database on terms and conditions at parity with access CBT provides itself, affiliates, or other carriers. The details of the terms and conditions will be made as an addendum to this agreement.

2.3 Calling Name (“**CNAM**”) Database

2.3.1 The Calling Name (“**CNAM**”) Database contains the name of the customer associated with a particular telephone number and is used to provide Caller-ID and related telecommunication services. CBT will provide NEXTLINK access to such database on terms and conditions at parity with access CBT provides itself, affiliates, or other carriers. The details of the terms and conditions will be made as an addendum to this agreement.

2.4 Unbundled AIN Application Access.

2.4.1 The AIN architecture establishes a network infrastructure in which subscriber services can be defined and implemented independent from End-Office Switches. This is accomplished by a combination of SS7 signaling, interfaces between Network Elements and call-state models through which AIN Network Elements interact.

2.4.2 CBT will provide NEXTLINK access to CBT’s service package applications (“**SPAs**”) on its own AIN SCP through query access over the SS7 network. Such access will enable NEXTLINK (whether it purchases unbundled switching capabilities from CBT or owns its own SSP (Service Switching Point) to offer its Customers AIN services without first having to deploy a full AIN infrastructure within its own networks. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day-to-day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.4.3 NEXTLINK shall be responsible for assuring the compatibility of its AIN SSP software generics with the CBT AIN Applications and SCP software releases. Interconnection of the NEXTLINK SSP with the CBT SS7 network is required, and can be accomplished in a number of ways as described in **Section 1** of this **Schedule 9.2.5**.

2.4.4 Activation of the desired application at the CBT SCP requires subscription by both the ordering carrier NEXTLINK and the end-user. In general, AIN operations require close cooperation between CBT and the requesting carrier.

2.4.5 The SSP and SCP vendors provide logical capabilities which CBT uses to create each AIN service. The SSP and SCP vendors have no detailed knowledge of the specific AIN Applications that CBT has created. CBT's AIN deployment is based on AIN 0.1.

2.5 AIN Service Creation Environment Access.

CBT will provide NEXTLINK access to its AIN Service Creation Environment (“**SCE**”) at parity with such access it provides to affiliates or other carriers, to enable NEXTLINK to create new AIN services on CBT’s SCP. Such services, once loaded on CBT’s network SCPs will only be used in conjunction with SS7 TCAP queries from NEXTLINK’s own SSP. Details regarding SCE access will be determined by the Implementation Team.

2.6 AIN Service Management System Access.

2.6.1 CBT will provide NEXTLINK access to its Service Management System, at parity with such access it provides to affiliates of other carriers, for the purpose of provisioning customer specific information in service package applications on CBT’s SCP. The details of such access will be determined by the Implementation Team.

2.7 AIN Switch Capabilities (“ASC”)

2.7.1 CBT shall provide Service Switching Point (SSP) capabilities and signaling software to interconnect and signal via SS7 signaling links to Signal Transfer Points (STP) and associated Service Control Points (SCP). When available and upon request by NEXTLINK, CBT will provide AIN Switch Capabilities (ASC) to NEXTLINK that will send TCAP messages over CBT SS7 signaling links and CBT mediation devices (STP) to a CBT SCP. The CBT AIN Switch will receive the TCAP message response from the CBT SCP via the CBT STP and complete call processing based upon the information received from the SCP. The CBT AIN Switch (SSP) will perform the following functions:

Triggering
Code Gapping
Querying

Caller Interaction
Trigger Activation/Deactivation
Response Processing
Termination Notification
Monitoring of Resource

SCHEDULE 9.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 1.0 **Pre-Ordering, Ordering and Provisioning.** CBT will use the interface described in **Section 10.13.2(a)** necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection and due date selection). However, the Local Service Request (“**LSR**”) interface will be used for the transfer of information concerning the Network Elements and Combinations which NEXTLINK intends to order in a specific Wire Center.
- 2.0 **Maintenance and Repair.** CBT will use the interface described in **Section 10.13.3(a)** for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).
- 3.0 **Billing.** CBT will provide appropriate usage data to NEXTLINK to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

SCHEDULE 9.2.7

SUBLOOPS

1.0 Initially CBT will consider all requests for access to subloops on an individual case basis (ICB) due to the wide variety of interconnections available and the lack of standards and provide written response to NEXTLINK covering time intervals, prices and other information based on the “Standard” BFR request process. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

SCHEDULE 9.2.8

HIGH FREQUENCY PORTION OF THE LOCAL LOOP

1.0 GENERAL TERMS AND CONDITIONS OF LINE SHARING

1.1 To order the HFPL and implement line sharing, NEXTLINK must have collocated a DSLAM, and deploy an xDSL technology that is designed not to interfere with voiceband services.

1.2 CBT shall only make the HFPL available to NEXTLINK in those instances where CBT also is providing, and continues to provide, retail POTS (analog voiceband circuit-switched) service on the same local loop facility to the same end user at the same customer address.

1.3 NEXTLINK may use the HFPL in order to deploy any version of xDSL that is presumed to be acceptable for shared-line deployment in accordance with FCC rules on the same loop as analog voice service and which will not cause significant degradation of the analog voice channel.

1.4 CBT will provide access to the HFPL to only a single requesting carrier. Any line sharing between two NEXTLINKs shall be accomplished between those parties and shall not utilize any CBT Splitters, equipment, cross connects or OSS systems to facilitate line sharing between such NEXTLINKs.

1.5 CBT can disconnect a shared line if a customer does not pay its local voice telephone bill or if the customer cancels CBT-provided voiceband services on the shared loop. In the event that CBT or its customer terminates CBT-provided voice service, for whatever reason, the NEXTLINK is required to purchase the full stand-alone loop network element if it wishes to continue providing xDSL service. When CBT service is disconnected, CBT will notify NEXTLINK that the HFPL will be converted to a full stand alone UNE loop or will be disconnected at NEXTLINK's option. NEXTLINK must either take the loop as a regular unbundled loop or cancel the HFPL. If NEXTLINK does not request CBT to disconnect the loop within 72 hours, it must pay CBT the Commission-approved rate for that type of loop.

1.6 Spectrum unbundling will not limit CBT's ability to rearrange or replace its loop plant. Regardless of whether line sharing is occurring on a loop, CBT may construct new facilities or decommission old facilities and migrate customers from copper to fiber loop facilities. Where such activity takes place, NEXTLINK may be required to forego access to the HFPL serving that customer, and may have to obtain access to an entire unbundled copper loop or find another alternative to maintain service.

1.7 CBT shall be under no obligation to provision xDSL capable loops in any instance where physical copper facilities do not exist. Where physical facilities exist, but conditioning is required, NEXTLINK will be given the opportunity to evaluate the parameters of the HFPL to be provided, and determine whether and what type of conditioning should be performed at its request and at its expense.

2.0 SPLITTER OWNERSHIP AND RESPONSIBILITIES

2.1 To implement line sharing, passive signal filters, or “Splitters,” will be installed at each end of the customer’s loop. NEXTLINK will install one Splitter at the customer premises, and another at the central office.

2.2 NEXTLINK will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters.

2.3 Splitter technology must adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements. All splitter equipment must be compliant with applicable national standards and NEBS Level 1 and the T1E1.413 ADSL standard.

2.4 CBT retains the right to approve Splitter equipment and installation vendors for Splitter, cable and termination blocks.

2.5 NEXTLINK will select, purchase, install and maintain its own Splitters, unless CBT and NEXTLINK negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. NEXTLINKs may choose to install Splitters in their caged or cageless collocation space. CBT will allow NEXTLINK to install the Splitter in a common area close to the NEXTLINK collocation area, if feasible. CBT will determine where such Splitters will be located in each central office. NEXTLINK will purchase and install all connecting cables between the MDF, the Splitters and NEXTLINK’s collocation space and will provide and install termination blocks on CBT’s MDF in a location designated by CBT. For purposes of this section, a common area is defined as an area in the collocation area of the central office in which both Parties have access to a common test access point.

2.6 CBT will work collaboratively with NEXTLINK to create a concurrent process that allows NEXTLINK to install Splitters in central offices where NEXTLINK is in the process of obtaining collocation space before the end of NEXTLINK’s collocation provisioning interval. In central offices where a common area is feasible, CBT will provide equipment racks into which NEXTLINK will install Splitters and will inform NEXTLINK when the splitter equipment can be installed. CBT will procure and install such equipment racks in response to NEXTLINK’s requests in the same time that it would procure and install the same equipment for itself.

2.7 All wiring connectivity from the NEXTLINK Splitter to CBT’s network (CBT analog voice input to the Splitter, and combined analog voice/data output from the Splitter), will be cabled out to the CBT MDF for cross connection with jumpers. NEXTLINK will provide and install the cabling from the NEXTLINK collocation area to CBT’s MDF and make all cable connections to NEXTLINK’s equipment using standard CBT configuration cabling and wiring. Connecting block layouts will reflect standard recognizable arrangements.

2.8 Each Splitter will have two connections to the MDF – one to terminate the loop, and a second to terminate the voiceband signal. NEXTLINK will terminate the high frequency loop

spectrum from the Splitter in its collocation space. NEXTLINK's meet point for purposes of the HFPL is the line side of the Splitter. NEXTLINK will provide CBT access to the voice channel and the combined voice/data output of the Splitter at termination blocks on the MDF. CBT will use jumpers to connect NEXTLINK's termination block to the loop and to CBT's switch.

2.9 CBT will maintain control over the loop. NEXTLINK will maintain control over the Splitter. NEXTLINK will not have direct physical access to the MDF for testing. NEXTLINK shall have access, for test, repair, and maintenance purposes, to any loop over which it has access to the HFPL only at the line side of the Splitter. Additional testing capabilities may be negotiated by the Parties.

2.10 NEXTLINK will assure the integrity of CBT's voice transmission's passing through the NEXTLINK's equipment and will not interfere with the performance of CBT's central office and network equipment.

3.0 SPLITTER SPACE ALLOCATION

3.1 CBT may be unable to obtain a sufficient number of equipment racks to house Splitters for placement in all central offices requested by all NEXTLINKs. As a result of the current shortage of rack space, NEXTLINK and CBT will develop rules for space allocation and prioritization. The following rules shall apply until such time as CBT and NEXTLINK agree otherwise.

3.1.1 CBT will allocate, on a first-come/first-served basis, the available rack space to NEXTLINKs that place an order for Splitter space at that same central office.

3.1.2 In the event there are more orders submitted for Splitter space at a particular central office than currently exists, additional racks will be installed at that central office in accordance with Priority List to be developed.

3.1.3 There shall be a single NEXTLINK Priority List of central offices that shall determine the order in which racks will be deployed in those central offices for which space for Splitters has been ordered.

3.1.4 Backlogs associated with orders submitted on or before June 6, 2000 will be fulfilled in their entirety before any orders received after June 6, 2000 are worked. In fulfilling a Backlog, the NEXTLINK's additional Splitter space may not be on the same shelf as the initial space.

3.1.5 Any order submitted after June 6, 2000, will be worked in the order received, subject to available inventory and all orders received before June 6, 2000 having been completed.

4.0 FORECASTS

4.1 NEXTLINK will provide CBT with a forecast of its demand for floor space and equipment racks for Splitters and related equipment for each central office prior to submitting its first LSR for that individual office and then quarterly thereafter (or as otherwise agreed to by both parties). NEXTLINK's failure to submit a forecast for a given office may affect provisioning intervals. In the event NEXTLINK fails to submit a forecast in a central office which does not have sufficient available racks or other equipment to house Splitters, CBT shall not be responsible for the inability of NEXTLINK to install Splitters in that central office. If NEXTLINK provides a forecast, but its actual demand exceeds its forecast, CBT shall not be responsible for the inability of NEXTLINK to install Splitters in that central office in excess of the forecasted demand.

4.2 Upon request of either Party, the Parties shall meet to review the forecasts if forecasts vary significantly from actual results. Each Party shall provide a specific point of contact for planning purposes.

4.3 Forecast information shall be subject to the confidentiality provisions of the Interconnection Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within CBT except as required for such purposes.

5.0 LOOP QUALIFICATION INFORMATION AND ORDERING

5.1 NEXTLINK will use the Local Service Request ("LSR") to order the HFPL. When NEXTLINK orders the HFPL, it will specify the MDF termination on which CBT should deliver the UNE loop and the MDF termination on which CBT will receive the voiceband signal.

5.2 CBT will provide NEXTLINK with nondiscriminatory access to the same loop qualification information that CBT is providing any other NEXTLINK and/or CBT or its affiliates.

5.3 The loop qualification interval will be the same interval provided to CBT or its affiliate and shall depend upon force and work loads at the time requests for loop qualification information are received.

5.4 If the results of the loop qualification indicate that conditioning is available, NEXTLINK may request that CBT perform conditioning at charges set forth in the Pricing Schedule. The NEXTLINK may order the loop without conditioning or with partial conditioning if desired.

5.5 CBT's databases contain a limited amount of loop qualification data that is available to CBT in electronic form. When loop qualification is requested, the initial information returned will draw from the available electronic databases. If additional loop qualification data is requested, manual retrieval of such information may be necessary. Full loop qualification data via manual retrieval includes the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, only if noted on the individual

loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups.

6.0 PROVISIONING INTERVALS

6.1 CBT will provide NEXTLINK access to the HFPL that is equal to that access CBT provides to itself or its affiliates for retail xDSL service, in terms of quality, accuracy and timeliness. CBT will fulfill NEXTLINK requests for line sharing within the same intervals it provisions line sharing to its own retail or wholesale customers.

6.2 Provisioning intervals for conditioning the HFPL will be the same as conditioning of xDSL capable loops.

6.3 Where CBT is already providing shared line xDSL service to a particular customer, the provisioning interval for line sharing will be the same as that to transfer an existing loop.

6.4 CBT will provide NEXTLINK with access to the HFPL as follows:

6.4.1 The provisioning and installation interval for HFPL, where no conditioning outside plant rearrangements are requested, on orders for 1-24 loops per order or per end-user location, will be five (5) business days, or the provisioning and installation interval applicable to CBT's or its affiliate's xDSL-based services, whichever is less. The intervals where more than 24 lines are ordered at the same address is to be negotiated.

6.4.2 The provisioning and installation intervals for HFPL where conditioning is requested or outside plant rearrangements are necessary (such as moving a working service to an alternate pair as the only possible solution to provide an xDSL-capable HFPL), on orders for 1-10 loops per order or per end-user customer location, will be seven (7) business days, or the provisioning and installation interval applicable to CBT's or its affiliate's xDSL-based services where conditioning is required, whichever is less.

6.4.3 Orders for more 11-20 loops per order or per end user location, where conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties.

6.4.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

6.5 Intervals are contingent upon end user release during normal working hours. In the event the NEXTLINK's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and outside of Normal Business Hours charges may apply.

6.6 Subsequent to the initial order for HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Pricing Schedule and the applicable service order charges

will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop order, the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.0 LOOP CONDITIONING

7.1 Loop conditioning, such as removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed only at NEXTLINK's request.

7.2 Rates for conditioning the HFPL will be the same rates that CBT charges for conditioning stand-alone loops. The rates for conditioning are subject to true up as provided in the Pricing Schedule. CBT will condition loops regardless of loop length. CBT may choose to move an end user's analog circuit-switched voice-band service from a loop that requires conditioning to existing spare copper facilities, if available, where such copper facilities meet the necessary technical requirements for the provisioning of xDSL and which do not require conditioning. NEXTLINK will pay the non-recurring loop roll charge listed in the Pricing Schedule.

7.3 If CBT seeks compensation from NEXTLINK for line conditioning activities, or such activity will cause substantial loop provisioning delays, NEXTLINK has the option of refusing, in whole, or in part, to have the line conditioned. Even if NEXTLINK refuses some or all aspects of line conditioning, it will not lose its right of access to the high frequency portion of the loop.

7.4 NEXTLINK shall designate, at the NEXTLINK's sole option, what loop conditioning CBT is to perform in provisioning the HFPL on the order. The loop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.5 CBT will only perform loop conditioning that would not interfere with analog voiceband transmissions. If network architecture necessitates the use of equipment such as loading coils on a particular line and the removal of that equipment would cause degradation of the voiceband already on that line, CBT will not remove such equipment. CBT will not modify its network architecture in a way that will significantly degrade a customer's existing voiceband service.

7.6 When CBT can demonstrate that loop conditioning would interfere with the analog voice service of the line, line sharing shall not be considered technically feasible on that particular line, and line sharing obligations will not apply. If NEXTLINK requests that CBT condition a loop and such conditioning significantly degrades the voice services on the loop, NEXTLINK shall pay for the loop to be restored to its original state.

7.7 If CBT claims that a loop cannot be conditioned without degrading the voiceband service, CBT will not then or subsequently condition that loop and provide xDSL service itself without first making available to NEXTLINK the high frequency portion of the newly-conditioned loop.

7.8 Where CBT refuses to condition a loop because conditioning the loop will significantly degrade the voiceband services that CBT is currently providing over that loop, CBT will attempt to locate another loop that has been or can be conditioned or which does not need conditioning, migrate CBT's voiceband service to that loop, and provide NEXTLINK with access to the HFPL of the alternative loop.

7.9 When CBT is requested to move an end user's analog circuit switched voice band service from Digital Loop Carrier derived service or a loop that cannot be conditioned to existing spare copper facilities, if available, NEXTLINK will pay the non-recurring loop roll charge listed in the Pricing Schedule.

8.0 DIGITAL LOOP CARRIER SYSTEMS

8.1 In locations where CBT has deployed: (1) Digital Loop Carrier systems that will not support xDSL services; (2) an uninterrupted copper loop is replaced with a fiber segment or shared copper in a portion of the loop; (3) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (4) entirely fiber optic facilities to the end user, where spare copper facilities are available, and such copper facilities meet the necessary technical requirements for the provisioning of xDSL, NEXTLINK has the option of requesting CBT to make such copper facilities available, and NEXTLINK will pay the non-recurring charge for loop migration listed in the Pricing Schedule.

8.2 Where an alternative copper loop is not available, CBT will provide unbundled access to the HFPL on a subloop, wherever technically feasible. Initially CBT will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to NEXTLINK covering time intervals, prices and other information based on the Standard BFR Request. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

8.3 Where NEXTLINK is unable to obtain spare copper loops necessary to provision an xDSL service, and CBT has placed a DSLAM in the Remote Terminal ("RT"), NEXTLINK has the option of collocating a DSLAM in CBT's RT at the fiber/copper interface point, pursuant to collocation terms and conditions. Only in such cases where NEXTLINK is unable to collocate its own DSLAM at CBT's RT, will CBT unbundle and provide access to its DSLAM.

9.0 TESTING

9.1 When CBT provides the HFPL, loop Continuity is generally assumed as CBT retail POTS service is operating at the time of the order. Therefore, Acceptance Testing is unnecessary. Generally, CBT would not dispatch to provision HFPL, thus it would not have a technician at the customer site to perform an acceptance test. The rate for HFPL includes only simple metallic

measurements, performed by accessing the loop through the voice switch. NEXTLINK is responsible for testing its own specialized services.

9.2 NEXTLINK-requested testing by CBT beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where NEXTLINKs have requested that no conditioning be performed, CBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at NEXTLINK's request, CBT will verify Continuity, the completion of all requested conditioning, and will repair at no charge to NEXTLINK any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.3 Should the NEXTLINK desire additional Acceptance Testing, it shall request such testing on a per loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request. If the LSR was placed without a request for Acceptance Testing, and NEXTLINK should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.4 Acceptance Testing will be provided by CBT only on request and at NEXTLINK's expense. When Acceptance Testing is requested, upon delivery of a loop to/for the NEXTLINK, CBT will call a toll free number provided by NEXTLINK to initiate performance of a series of Acceptance Tests.

9.5 When CBT is requested to perform Acceptance Testing, for loops that are not provisioned through repeaters or digital loop carriers, the CBT field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit. For loops that are provisioned through repeaters or Digital Loop Carrier, the CBT field technician will not perform a short or open circuit due to technical limitations. If the loop passes the Continuity test, NEXTLINK will provide CBT with a confirmation number and CBT will complete the order. The NEXTLINK will be billed for the Acceptance Test at the applicable rates as set forth in Pricing Schedule.

9.6 If the loop fails the Continuity test, CBT will take reasonable steps to immediately resolve the problem with the NEXTLINK on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, CBT will release the NEXTLINK representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, CBT will re-contact NEXTLINK to repeat the Acceptance Test. When the aforementioned test parameters are met, the NEXTLINK will provide CBT with a confirmation number and CBT will complete the order. If NEXTLINK xDSL service does not function as desired, yet test parameters are met, CBT will still close the order. CBT will not complete an order that fails Acceptance Testing.

9.7 CBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the NEXTLINK when the NEXTLINK cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes.

CBT may then close the order utilizing existing procedures, document the time and reason, and may bill the NEXTLINK as if the Acceptance Test had been completed and the loop accepted.

9.8 If a trouble ticket is opened on the loop within 24 hours and the trouble resulted from CBT error as determined through standard testing procedures, the NEXTLINK will not be charged for any additional Acceptance Tests.

9.9 The Parties will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Schedule or any Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

10.0 MAINTENANCE AND REPAIR

10.1 CBT and NEXTLINK will cooperate to preserve the integrity of the PSTN. Current methods and procedures for customer service, line maintenance, and service quality assurance will be used for line sharing to the extent applicable.

10.2 Each Party will educate end users regarding which service provider should be called for problems with their respective service offerings. If the problem encountered appears to impact primarily the xDSL service, the end user should be instructed to call NEXTLINK. If the problem impacts primarily the voice service, the end user should be instructed to call CBT.

10.3 The Parties recognize that installation, maintenance and repair activities for one service on a shared line may cause a temporary disruption or more serious problems with the other services sharing that line. CBT and NEXTLINK will establish equitable and nondiscriminatory testing access rights and responsibilities that will enable each carrier to perform testing without disturbing the other carrier's service.

10.4 When performing testing, each Party will inform the customer that testing of the services provided by that Party may impact the other service sharing the customer's line. Each party will implement appropriate modifications to its existing customer care processes and procedures. When a carrier wants to test a line, or when an end user customer calls a service provider in response to a problem, the customer service representative, using the appropriate script, will inform the customer of the testing impact on both services and obtain permission to conduct the test in order to isolate and repair the trouble.

10.5 Each Party will be responsible for maintaining its own equipment. CBT will be responsible for repairing voice services and the physical line between the demarcation point at the customer premise and the Meet Point in the central office. NEXTLINK will be responsible for repairing xDSL services and for the Splitter and the physical line on its side of the Meet Point in the central office.

10.6 CBT maintenance is limited to assuring loop Continuity and balance. On loops where NEXTLINK has requested that recommended conditioning not be performed, CBT's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at NEXTLINK's request, CBT will verify Continuity, the completion of all requested conditioning, and will repair at no charge to NEXTLINK any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

10.7 In the event a major service outage due to an outside plant problem (i.e., cable cuts) harms both CBT's analog circuit-switched voice services and the NEXTLINK's HFPL, CBT will remedy the cause of the outage at no cost to the NEXTLINK. Any maintenance of service conducted by CBT on behalf of NEXTLINK solely for the benefit of NEXTLINK's services will be paid for by NEXTLINK per the charges included in the Pricing Schedule.

10.8 If the narrowband, or voice, portion of the loop becomes significantly degraded, CBT shall attempt to repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. CBT shall attempt to notify the end user and NEXTLINK any time CBT repair effort has the potential of affecting service on the broadband portion of the loop.

10.9 Each Party will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

10.10 CBT will charge NEXTLINK at the rates set out on the Pricing Schedule, when the location of the trouble on a NEXTLINK-reported ticket is determined to be in NEXTLINK's network.

10.11 If CBT isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by NEXTLINK's data equipment or Splitter, CBT will attempt to notify NEXTLINK and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). NEXTLINK will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by NEXTLINK. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either NEXTLINK or CBT (or if NEXTLINK has failed to restore service within 24 hours), CBT may "cutaround" the Splitter to restore POTS. When NEXTLINK resolves the trouble condition in its equipment, NEXTLINK will contact CBT to restore the HFPL portion of the loop. In the event the trouble is identified in the NEXTLINK equipment, CBT will charge NEXTLINK upon closing the trouble ticket.

10.12 NEXTLINK is responsible for its own customer service when an xDSL customer served by NEXTLINK experiences a service difficulty. If NEXTLINK determines that there is a problem on the loop, the NEXTLINK will open a trouble ticket with CBT and the two will cooperate to restore the end user's loop and advanced service.

10.13 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

10.14 Any NEXTLINK testing of the retail-POTS service must be non-intrusive. The NEXTLINK may use intrusive testing on its non-integrated data-only sections within its equipment. The retail POTS service must be continuous and cannot be opened by the NEXTLINK. The NEXTLINK shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service.

10.15 CBT will not be able to test the data portion of the shared line and will not test NEXTLINK's xDSL equipment or products. NEXTLINK is responsible to ensure the quality of the services it offers to its customers, and the performance of its own equipment. The quality of the service that NEXTLINK provides to its customer is not CBT's responsibility.

11.0 SPECTRUM MANAGEMENT

11.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

11.2 Spectrum compatibility will be determined by industry standards. Until long-term standards and practices are established, a loop technology is presumed acceptable for deployment if the technology: (1) complies with existing industry standards; (2) is approved by an industry standards body, the FCC, or any state commission; or (3) has been successfully deployed by any carrier without "significantly degrading" the performance of other services. The Commission will determine whether a particular technology has significantly degraded the performance of other services. CBT will not deny NEXTLINK's request to deploy technology that is presumed acceptable for deployment unless CBT demonstrates that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voice band services.

11.3 Equipment complying with the power spectral density requirement given in the respective technical references listed below shall be deemed in compliance with existing industry standards:

11.3.1 For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

11.3.2 For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

11.3.4 For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

11.3.5 As an alternative, NEXTLINK may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

11.3.6 To the extent that NEXTLINK chooses to use technologies not conforming with standards noted above, but whose characteristics are approved by an industry standards body (e.g., ANSI, Telcordia), NEXTLINK agrees to provide CBT with test results from previous field trials, lab tests, or actual commercial deployment in other markets and work with CBT and at CBT's option to jointly test or evaluate the use of the technology in CBT's plant in a controlled field trial basis prior to general deployment. NEXTLINK will provide previous deployment data to CBT that will also include the deployment volumes of the technology, any spectral problems and how they were resolved, non-stationary signals, and short term stationary signals if applicable. Based upon the results of the joint testing and other evaluation information available to CBT and assuming such information satisfies CBT that such deployment will not damage or interfere with the operation of CBT's network, unless tested and agreed to by the Parties during the field trial, the deployment of such technology will be approved but constrained to the same deployment limits established in the successful deployment in other markets.

11.3.7 In the event NEXTLINK wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the NEXTLINK will provide documentation describing that action to CBT at or before the time of its request to deploy such technology with CBT. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The burden is on NEXTLINK to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

11.3.8 CBT will act in good faith in response to NEXTLINK's claims that its requested technology deployments fall within the presumption of acceptability, but may rebut the presumption of acceptability if the technology proposed for deployment poses a real interference threat in a certain area. CBT will not deny NEXTLINK's request to deploy technology that is presumed acceptable for deployment under one or more of the circumstances set forth above, unless CBT first successfully rebuts the presumption of acceptability. NEXTLINK may seek redress from the Commission if it encounters opposition from CBT to its claim that the proposed deployment falls within the presumption of acceptability.

11.3.9 When NEXTLINK seeks access to the HFPL to provide xDSL services, NEXTLINK must provide CBT information on the type of technology that NEXTLINK seeks to deploy at the time of ordering, including Spectrum Class information where NEXTLINK asserts that the technology it seeks to deploy fits within a generic PSD mask.

Where NEXTLINK relies on a calculation-based approach to support deployment of a particular technology, it must furnish CBT with information on the speed and power at which the signal will be transmitted. NEXTLINK must also provide this information in notifying CBT of any proposed change in advanced services technology that NEXTLINK uses on the loop, so that CBT can correct its records and anticipate the effect that the change may have on other services in the same or adjacent binder groups. As with initial deployment of a technology by NEXTLINK, CBT must be afforded an opportunity to rebut the presumption of acceptability for deployment of a replacement technology, where such presumption applies.

11.3.10 If the technology does not fit within a national standard PSD mask, NEXTLINK shall provide CBT with a technical description of the technology (including power mask) for inventory purposes.

11.3.11 CBT will protect the proprietary rights of NEXTLINK, and may use this information for network purposes only, such as maintaining an inventory of advanced services present in the cable sheath.

11.3.12 CBT will make available to NEXTLINK the spectrum management procedures and policies that CBT uses in determining which services can be deployed, information with respect to the rejection of NEXTLINK's provision of advanced services, together with the specific reason for the rejection, and information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

11.3.13 Prior to NEXTLINK provisioning of service over a xDSL-capable loop, if CBT determines in its reasonable discretion that use of such technology will cause interference with the services of CBT or others using CBT's plant, CBT will give notice to NEXTLINK as soon as possible. The parties will cooperate in trying to resolve the issue related to such interference. In the event the Parties are unable to agree, CBT will promptly file its objections with the Commission and/or designated problem resolution body, and seek an expedited resolution. Provisioning of such service will be held in abeyance pending resolution of the action at the Commission.

11.3.14 If CBT or another NEXTLINK claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then CBT or that other NEXTLINK must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information.

11.3.15 Where CBT demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, NEXTLINK shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

However, where the only interfered-with service itself is a known disturber, as designated by the FCC, that service shall not prevail against the newly deployed technology.

11.3.16 Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation. Where the degradation remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the Commission that a particular technology deployment is causing the significant degradation. Any claims of network harm presented to the deploying entity or, if subsequently necessary, the Commission, must be supported with specific and verifiable corroborating information.

11.3.17 Where NEXTLINK experiences service degradation but does not know which carriers share the binder group or have deployed services in an adjacent binder group, it may request that CBT provide it with the relevant contact information for those other carriers. CBT will comply with any such request in the same time frame that it employs for its own operations.

11.3.18 Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, the degraded service shall not prevail against the newly-deployed technology. Analog T1 service is a known disturber.

11.3.19 CBT may decide to segregate known disturbers as a measure to protect against interference, but is not required to do so. With the exception of loops on which a known disturber is deployed, CBT shall not designate, segregate or reserve particular loops or binder groups for use solely by any particular advanced services loop technology.

11.3.20 If, in its reasonable determination, CBT finds that NEXTLINK is causing interference and/or disruption of service and has not taken prompt steps to eliminate the interference problem, CBT reserves the right to suspend the particular service. CBT will take reasonable efforts to notify NEXTLINK prior to suspension of service.

12.0 LIABILITY AND INDEMNITY

12.1 CBT does not guarantee transmission speeds, available bandwidth nor imply any service level or that the loop will perform as desired by NEXTLINK for DSL-based or other advanced services, but will only assure basic metallic loop parameters, including Continuity and pair balance.

12.2 NEXTLINK's use of any CBT network element, or its own equipment or facilities in conjunction with any CBT network element, will not materially interfere with or impair service over any facilities of CBT, its affiliated companies or connecting and concurring carriers involved in CBT services, cause damage to CBT's plant, impair the privacy of a communications carried over CBT's facilities or create hazards to employees or the public. Upon reasonable written notice and

after a reasonable opportunity to cure, CBT may discontinue or refuse service if NEXTLINK violates this provision, provided that such termination of service will be limited to NEXTLINK's use of the element(s) causing the violation. CBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the NEXTLINK demonstrates that their use of the network element is not the cause of the network harm. If CBT does not believe the NEXTLINK has made the sufficient showing of harm, or if NEXTLINK contests the basis for the disconnection, either Party must first submit the matter to dispute resolution. Any claims of network harm by CBT must be supported with specific and verifiable supporting information.

12.3 Notwithstanding any other provision of this Agreement, each Party agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on CBT facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

12.4 Notwithstanding any other provision of this Agreement, NEXTLINK shall release, defend and indemnify CBT and hold CBT harmless against any Loss, including any Loss to a Third Party such as another NEXTLINK or CBT end user, arising out of the provision of splitter functionality.

12.5 No Party hereunder agrees to indemnify or defend any other Party against claims based on the negligence or willful misconduct of Indemnifying Party, its agents, its end users, contractors, or others retained by it.

13.0 PRICING

13.1 The interim recurring rate for use of the high frequency portion of the loop unbundled network element will be \$6.00 per month until such time as a permanent loop rate is set by the Commission. The final price for use of the high frequency portion of the loop unbundled network element will be 50% of of the TELRIC-based unbundled loop rate set by the Commission in Case No. 96-899-TP-ALT. The parties will true-up any elements charged under the interim rate to the final rate.

13.2 No recurring cross connection charges will apply to the connection between NEXTLINKs' Splitter and CBT's loop because NEXTLINK is responsible for purchasing and installing that cable. However, a line connection charge will apply for installing jumpers to install line sharing.

13.3 When CBT is requested to move an end user's analog circuit switched voice band service from the loop currently used to provide CBT service to existing spare copper facilities, if available, NEXTLINK will pay the non-recurring loop roll charge listed in the Pricing Schedule.

13.4 The charges for Acceptance Testing shall be the rates in CBT's Access Services Tariff, FCC No. 35, Section 13.3.5(C)(2)(b), Special Access Nonscheduled Testing. (Current charges, effective July 1, 1999, are as follows: (1) Basic Time - \$50.00 for each half hour or

fraction thereof; (2) Overtime - \$60.00 for each half hour or fraction thereof; and (3) Premium Time - \$74.00 for each half hour or fraction thereof.)

SCHEDULE 9.3.2

COMBINATIONS

1.0 Loop Combination

Unbundled NID
Unbundled Loop

2.0 Loop/Transport Combination #1 (DS0 Interface)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

3.0 Loop/Transport Combination #2 (DS1 Interface)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Subject to the terms of **Article IX**, NEXTLINK may order and/or request Network Elements individually or in the combinations set forth on Schedule 9.3.4 and shall not require the enumeration of each Network Element on a single order if such Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

1.2 CBT shall provide provisioning services to NEXTLINK during Normal Business Hours on Business Days. NEXTLINK may request CBT to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If NEXTLINK requests that CBT perform provisioning services at times or on days other than as required in the first sentence of this **Section 1.2**, CBT shall provide such services based on time and materials charges for all CBT personnel involved as set forth in the Pricing Schedule. CBT shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If NEXTLINK accepts CBT's quote, CBT shall perform such provisioning services. After having given NEXTLINK a price quote, CBT may charge NEXTLINK for any unanticipated extraordinary costs that it may incur, provided that CBT informs NEXTLINK of the charge and NEXTLINK verifies that it will pay for these charges. NEXTLINK may request appropriate documentation from CBT detailing these charges. Such costs should not be duplicative of any costs already paid by NEXTLINK for provisioning these services. Any disputes concerning the appropriateness of such charges may be resolved by the Commission.

1.3 CBT shall provide a CLEC Service Center ("**LEC-C**") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's unbundled Network Elements or Combinations. CBT shall provide an electronic interface to accept LSRs for ordering and provisioning service. If CBT expands its use of its electronic interfaces and support systems, it will afford the same opportunity to NEXTLINK. The LEC-C shall provide to NEXTLINK a telephone number (operational during Normal Business Hours on Business Days.), which will be answered by capable staff trained to resolve problems in connection with the provisioning of Network Elements. The LEC-C is responsible for order acceptance, order issuance and return of the Firm Order Commitment ("**FOC**") to NEXTLINK as specified in the **Schedule 9.5**.

1.4 CBT shall provide to NEXTLINK a single point of contact for all maintenance and repair activities. A telephone number will be provided twenty-four (24) hours per day, seven (7) days per week.

1.5 CBT will recognize NEXTLINK as the Customer of Record of all Network Elements ordered and agreed to Combinations ordered by NEXTLINK and will send all notices, invoices and pertinent Customer information directly to NEXTLINK.

1.6 When requested by NEXTLINK, CBT will schedule installation appointments with CBT's representative on the line with NEXTLINK's representative until NEXTLINK has access to CBT's scheduling system.

1.7 CBT will provide NEXTLINK with a Firm Order Confirmation (“**FOC**”) for each order by 5:00 p.m. of the next Business Day of CBT's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Network Elements as ordered by NEXTLINK and CBT's commitment date for order completion (“**Committed Due Date**”), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.

1.8 CBT may not initiate any disconnection or rearrangement of any NEXTLINK ordered Elements or Combinations, except as directed by NEXTLINK or as otherwise provided in this Agreement, except as directed by another LEC which has subsequently been authorized by the customer to act as the customer's agent and requests such rearrangement or disconnection.

1.9 Upon work completion, CBT will provide NEXTLINK (unless otherwise notified by NEXTLINK) with an order completion per order that states when that order was completed. CBT shall respond with specific order detail as enumerated on the FOC.

1.10 As soon as identified, CBT shall provide notification of NEXTLINK orders that are incomplete or incorrect and therefore cannot be processed.

1.10.1 CBT will perform pre-testing of Network Elements and Combinations in accordance with CBT's standards. At NEXTLINK's request, CBT will make available to NEXTLINK for an additional charge any available test and turn-up results in support of the Network Elements or Combinations ordered by NEXTLINK.

1.11 As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Network Elements or Combinations. CBT shall indicate its new committed due date within 24 hours.

1.12 Subject to Article IX, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders, as specified by NEXTLINK.

1.13 CBT shall provide to NEXTLINK upon request and at rates as specified in the Pricing Schedule:

1.13.1 a list of all services and features technically available from each switch that CBT may use to provide Local Switching, including whether the switch has the capability of supporting Inter and IntraLATA PICs by switch CLLI;

1.13.2 a listing by street address detail, of the service coverage area of each switch CLI;

1.13.3 when available, all engineering design and layout information for each Network Element and Combination except that layout information for basic 2-wire analog loops which will be provided only when qualification is ordered;

1.13.4 a listing of all technically available functionalities for each Network Element or Combination; and

1.13.5 advanced information on the details and requirement for planning and implementation of NPA splits.

1.14 Thirty (30) days after the Effective Date, CBT shall provide NEXTLINK an initial electronic copy of the following information:

1.14.1 Street address verification, CBT shall provide to NEXTLINK the same Master Street Address Guide ("MSAG") that CBT provides to itself and its retail operations;

1.14.2 Switch identification by service address, including CLI information; and

1.14.3 Switch feature verification.

Electronic updates to such information shall be provided monthly to NEXTLINK as changes are made to such information.

1.15 For order of Network Elements that require coordination among CBT, NEXTLINK and NEXTLINK's Customer, NEXTLINK shall be responsible for any necessary coordination with the NEXTLINK Customer.

1.16 CBT shall recognize NEXTLINK as an agent for the subscriber in coordinating the disconnection of services provided by another NEXTLINK or CBT provided NEXTLINK has obtained proper authorization from the Customer.

1.17 Order Rejections

CBT shall reject and return to NEXTLINK any order that CBT cannot provision, and in its reject notification provide an explanation for the reasons for which the order was rejected.

1.18 Service Order Changes

1.18.1 If an installation or other NEXTLINK-ordered work requires a change from the original NEXTLINK service order in any manner, CBT shall call NEXTLINK in advance of performing the installation or other work to obtain authorization. CBT

shall then provide NEXTLINK an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall notify NEXTLINK of actual labor hours and/or materials used in accordance with regular service order completion schedules.

1.18.2 If an NEXTLINK Customer requests a service change at the time of installation or other work being performed by CBT on behalf of NEXTLINK, CBT, while at the Customer premises, shall direct the NEXTLINK Customer to contact NEXTLINK so as to avoid unnecessary delays in service activation should the CBT representative leave the Customer premises. If CBT's technician awaits NEXTLINK's response for more than fifteen (15) minutes, Standby Charges as set forth in the Pricing Schedule will apply.

1.18.3 If NEXTLINK requests a change in due date or changes the content of an order it has provided to CBT, service order change charges as specified in the Pricing Schedule will apply. Service Order Change Charges shall not apply if NEXTLINK requests change in due date because of (i) CBT's failure or inability to complete service order at original due date; or (ii) CBT's has failed to return a complete FOC to NEXTLINK as required.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 NEXTLINK shall access CBT's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the CBT Wire Center where that element exists and each Loop shall be delivered to NEXTLINK's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 CBT shall provide NEXTLINK access to its unbundled Loops at each of CBT's Wire Centers.

2.1.3 If NEXTLINK requests one or more Loops serviced by Integrated Digital Loop Carrier ("IDLC") or Remote Switching technology deployed as a Loop concentrator, CBT shall where available, CBT shall move the requested Loop(s) to a spare, existing physical Loop at no charge to NEXTLINK; or (ii) where available, CBT shall move the requested Loop(s) to a Universal Digital Loop Carrier ("UDLC") facility.

2.1.4 If, however, no spare physical Loop or UDLC is available, CBT shall within forty-eight (48) hours of NEXTLINK's request notify NEXTLINK of the lack of available facilities. NEXTLINK may then at its discretion make a Bona Fide Request for CBT to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 2.2.2 of this Schedule and the CBT

Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.4**.

2.2 Provisioning of Unbundled Loops.

2.2.1 NEXTLINK shall request unbundled Loops from CBT by delivering to CBT a valid electronic transmittal service order (a “**Service Order**”) using the electronic interface described in **Schedule 9.2.6**. Within one (1) business day of CBT's receipt of a Service Order, CBT shall provide NEXTLINK the FOC date and Frame Due Time (“**FDT**”) according to the applicable CBT Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.3 Coordination of conversions of “live” Telephone Exchange Services will be as specified in Schedule 9.5.4.

2.3.1 Not less than (1) hour prior to the Scheduled Cutover Window, either Party may contact the other Party and unilaterally designate a new Scheduled Cutover Window. However, If CBT requests the New Cutover Window or if NEXTLINK requests the New Cutover Window because of CBT's failure or inability to meet the initial Scheduled Cutover Window, the applicable Line Connection Charge shall be waived; and if NEXTLINK otherwise requests the New Cutover Window, NEXTLINK shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.3.2 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “live” Telephone Exchange Service to the connection of an unbundled Network Element at the NEXTLINK Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by CBT (and not by a NEXTLINK contributing Delaying Event), CBT shall waive the applicable Line Connection Charge for such element.

3.0 Network Interface Device Capability.

3.1 For locations where the protector is integrated into the NID (e.g., one and two family residential locations and single tenant business locations), NEXTLINK shall connect its loop facilities to the Customer's inside wiring through CBT's NID through an adjoining NID provided by NEXTLINK.

3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, NEXTLINK may remove the inside wire from CBT's NID and connect that wire to NEXTLINK's NID;

3.1.2 NEXTLINK may enter the Customer access chamber or “side” of “**dual chamber**” NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable “**punch-out**” hole of such NID enclosures;

3.2 For locations where the protector is not integrated into the NID (e.g., multiple dwelling units and business locations), CBT will provide NEXTLINK access to NIDs in a manner that will permit NEXTLINK to (1) connect its loop facilities to the Customer's inside wiring through CBT's NID; (2) connect its NID to CBT's NID; (3) connect an unbundled loop to its NID; or (4) retain the connection of an unbundled loop to CBT's NID. In order to access the Customer's inside wire, NEXTLINK may:

3.2.1 Enter CBT's loop terminal enclosure located at a multiple dwelling unit (“**MDU**”) for the purpose of accessing Customer premises inside wire and extending such wire to NEXTLINK's own adjoining NID; or

3.2.2 Request CBT to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., NEXTLINK, its agent, the building owner or the Customer).

3.3 If NEXTLINK accesses the Customer's inside wire as described in Paragraph 3.2.2 of this **Schedule 9.5**, the time and materials charges will be billed to the requesting party (i.e., NEXTLINK, the building owner or the Customer).

3.4 In no case shall NEXTLINK remove or disconnect CBT's loop facilities from CBT's NIDs, enclosures, or protectors.

3.5 In no case shall NEXTLINK remove or disconnect ground wires from CBT's NIDs, enclosures, or protectors.

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

3.7 Due to the wide variety of NID enclosures and outside plant environments, CBT will work with NEXTLINK to develop specific procedures to establish the most effective means of implementing this **Section 3.0.**

4.0 Unbundled Local Switching

4.1 Access to Unbundled Local Switching.

4.1.1 NEXTLINK shall access CBT's Unbundled Local Switching via Collocation or in accordance with **Article IX** of this Agreement at the CBT Wire Center where that element exists and each line-side and/or trunk-side port will be delivered to NEXTLINK by means of a Cross-Connection, which shall be an additional charge.

4.1.2 CBT shall provide NEXTLINK access to its Unbundled Local Switching at each of CBT's Wire Centers and will provide NEXTLINK (i) all available basic local switching functions and basic capabilities that the switch provides or (ii) for which CBT Operations Support Systems functions are capable of provisioning pursuant to a Bona Fide Request.

4.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. NEXTLINK has the capability of requesting activation of these features on a line-by-line basis through a service order placed with CBT via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching Element include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features ("CLASS") features; and
- (c) Centrex features.

4.1.4 Other basic and/or additional capabilities, functions and features that the switch is capable of providing, but which CBT does not currently provide, may be requested as optional special capabilities. CBT will provide these special capabilities if technically feasible and upon NEXTLINK's Bona Fide Request.

4.1.5 CBT will also provide any technically feasible customized local routing of traffic through Unbundled Local Switching, by class of call (e.g., operator, directory assistance, 9-1-1, toll, local, etc.). CBT will develop and provide any requested customized routing the switch is capable of providing upon agreement by NEXTLINK to pay recurring and non-recurring costs of developing, installing, updating, providing and maintaining such custom routing.

4.1.6 CBT provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes for the same Customer.

4.1.7 Normally, CBT will switch traffic through its local switching element in accordance with CBT standard switching translations and screening in use in that

switch. The custom routing optional feature enables NEXTLINK to specify special routing, by class of call, of some or all traffic coming into its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End-Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Special routing capabilities that are not otherwise available (*i.e.*, features that the switch is capable of providing) will be developed on an individual-case basis through the Bona Fide Request process and will be installed, updated, maintained and provided following NEXTLINK's agreement to pay the applicable costs.

4.2 Provisioning of Unbundled Local Switching.

4.2.1 NEXTLINK shall request Unbundled Local Switching from CBT by delivering to CBT a valid electronic transmittal service order (a “**Service Order**”) using the electronic interface described on Schedule 9.2.6. In addition, pre-ordering functions are supported via electronic data interchange (“**EDI**”) format as utilized for Resale Services. Within twenty-four (24) hours of CBT's receipt of a Service Order, not including non-Business Days, CBT shall provide NEXTLINK the FOC date and the Frame Due Time (“**FDT**”) by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by NEXTLINK, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, NEXTLINK may request the development and establishment of such custom routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, NEXTLINK may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office routing pattern. If NEXTLINK elects option (c) and later desires to convert the Unbundled Local Switching port using CBT's office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

4.3 Coordination of conversions of “live” Telephone Exchange Services will be as specified in Schedule 9.5.4.

4.3.1 Not less than (1) hour prior to the Scheduled Cutover Window, either Party may contact the other Party and unilaterally designate a new Scheduled Cutover Window. However, If CBT requests the New Cutover Window, the applicable Line Connection Charge shall be waived; and If NEXTLINK requests the New Cutover Window, NEXTLINK shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

4.3.2 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “live” Telephone

Exchange Service to the connection of an unbundled Network Element at the NEXTLINK Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by CBT (and not by an NEXTLINK contributing Delaying Event), CBT shall waive the applicable Line Connection Charge for such element.

4.3.3 CBT shall provide NEXTLINK the functionality of blocking calls (e.g., 900, 976 international calls) by line or trunk on an individual switching element basis.

4.3.4 When ordering a Local Switching Element, NEXTLINK may order from CBT separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a per line basis.

4.3.5 Unless otherwise directed by NEXTLINK, and to the extent technically feasible, when NEXTLINK orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

4.4 Tandem Switching.

4.4.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls.

Unbundled Tandem Switching is ordered using electronic interfaces. Trunk side ports are ordered using the Access Service Request (“ASR”), which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.4.2 CBT will service, operate, and maintain the unbundled Tandem Switching for NEXTLINK at parity with the service, operation, and maintenance CBT provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, CBT will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to NEXTLINK on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

4.4.3 Tandem Switching performance will be measured to ensure parity with all other Telecommunications Carriers that are interconnected with CBT. Performance will be measured on switching, call recording, and network management controls.

4.4.4 Switch downtime will be measured through FCC reportable incidents report prepared by CBT for the FCC.

5.0 Interoffice Transmission Facilities.

CBT shall:

5.1 Provide NEXTLINK exclusive use of Interoffice Transmission Facilities dedicated to NEXTLINK, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including NEXTLINK;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that NEXTLINK could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, NEXTLINK to connect such interoffice facilities to equipment designated by NEXTLINK, including NEXTLINK's Collocated facilities.

6.0 Signaling Networks and Call-Related Databases

6.1 Signaling Networks.

6.1.1 If NEXTLINK purchases Switching Capability from CBT, CBT shall provide access to its signaling network from that switch in the same manner in which CBT obtains access to such switch itself.

6.1.2 If NEXTLINK has its own switching facilities, CBT shall provide NEXTLINK access to STPs to each of NEXTLINK's switches, in the same manner in which CBT connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from NEXTLINK's switch to NEXTLINK's STP, or linking NEXTLINK's switch to its own STP and then connecting that STP to CBT's STP via a "B" or "D" link); provided that CBT shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of NEXTLINK's own STPs to CBT's switch- or call-related databases, or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that NEXTLINK's switch is compatible with CBT's SS7 network;
- Certification that NEXTLINK's switch is compatible with CBT's AIN SCP;;

- Certification that NEXTLINK's switch is compatible with a desired AIN application residing on CBT's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by NEXTLINK, so that CBT can provide sufficient SS7 resources for NEXTLINK and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that CBT's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by CBT's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, CBT shall provide NEXTLINK access to its call-related databases, as described in **Schedule 9.2.5** by means of physical access at the STP linked to the unbundled database.

6.2.2 If NEXTLINK purchases Unbundled Local Switching, NEXTLINK may, upon request, use CBT's call related databases on CBT's SCP via the same signaling links, to send messages to such unbundled local switching elements . If NEXTLINK has deployed its own switch, and has linked that switch to CBT's signaling system, NEXTLINK shall be given access to CBT's SCP in a manner that allows NEXTLINK to provide any call-related, database-supported services to Customers served by NEXTLINK's switch. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. CBT shall provide NEXTLINK access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by NEXTLINK so that CBT can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within CBT's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

6.3 Service Management Systems.

6.3.1 CBT shall provide NEXTLINK with the information necessary to enter correctly, or format for entry, the information relevant for input into CBT's Service Management System (“SMS”). In addition, CBT shall provide NEXTLINK equivalent access to design, create, test, and deploy Advanced Intelligent Network-based services at the SMS.

6.3.2 CBT shall provide NEXTLINK with the information necessary to enter correctly, or format for entry, the information relevant for input into its SMS. Access will be provided in an equivalent manner to that which CBT currently uses to provide such access to itself (e.g., submitting magnetic tapes if NEXTLINK inputs magnetic tapes, or through an electronic interface equivalent to that used by NEXTLINK). The Implementation Team shall set forth the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 CBT shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

7.0 Operations Support Systems Functions

7.1 CBT shall provide NEXTLINK access to Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

8.0 Provisioning of Subloops.

8.1 Initially CBT will consider all requests for access to subloops on an individual case basis (ICB) due to the wide variety of interconnections available and the lack of standards and provide written response to NEXTLINK covering time intervals, prices and other information based on the “Standard” BFR request process. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

9.0 Directory Assistance Data

9.1 CBT shall provide unbundled and non-discriminatory access to the subscriber records used by CBT to create and maintain databases for the provision of live or automated operator assisted Directory Assistance (“**DA Input Data**”). NEXTLINK or its Directory Assistance service subcontractor may use such DA Input Data for the purpose of providing Directory Assistance service via a live operator or automated services in response to specific end user requests for such information or any other Telecommunications Service pursuant to the Act.

9.1.1 CBT shall not be required to provide non-published telephone numbers; however, CBT shall provide a 10-digit string which contains the NPA, NXX and the last four digits masked, and name and address of the non-published party with an indication that the telephone number is non-published.

9.1.2 All DA Input Data shall be provided in the format as specified in “Directory Assistance Data Information Exchanges and Interfaces” below or in Bellcore standard F20 format. CBT shall provide NEXTLINK with lists of community abbreviations and common word abbreviations used in the DA Input Data necessary in order to allow NEXTLINK to interpret the data. No other tables used by CBT to search or reference the DA Input Data will be provided to NEXTLINK. NEXTLINK is responsible for developing its own methods and procedures for accessing the DA Input Data and for training its DA operators to use the DA Input Data.

9.1.3 CBT shall provide to NEXTLINK, as soon as technically practicable, all DA Input Data that resides in CBT’s master subscriber system file via an electronic data transfer medium such as Network Data Mover (NDM) or in a magnetic tape format, at rates to be determined in accordance with the Act. Both the initial data and all subsequent data shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

9.1.4 NEXTLINK or its Directory Assistance service subcontractor shall take all necessary and reasonable precautions to protect the integrity of the DA Input Data and to protect the proprietary nature of any nonpublished information. Under no circumstances shall NEXTLINK or its Directory Assistance service subcontractor use the DA Input Data for any marketing purpose or to select or identify in any manner potential customers to receive any marketing information. Under no circumstances shall NEXTLINK or its Directory Assistance service subcontractor use the DA Input Data for the purpose of publishing a directory in any format, including any end-user

electronic on-line directory service. Nothing herein shall be construed to prohibit NEXTLINK from publishing a directory pursuant to Section 222(e) of the Act, so long as the DA Input Data is not used for such purpose. NEXTLINK or its Directory Assistance service subcontractor shall not permit any unaffiliated third party with whom it has not contracted to provide its local Directory Assistance service to use the DA Input Data or any information extracted therefrom.

9.1.5 The DA Input Data will not include independent and competitive LEC listings unless the parties can reach an amicable resolution between themselves or the Commission determines otherwise, whichever occurs first.

9.1.6 CBT shall provide NEXTLINK with updates to the DA Input Data using the agreed transfer medium on the same date that they are provided to CBT's own DA Operations.

9.1.7 All updates to the DA Input Data shall be provided to NEXTLINK at NEXTLINK's expense through an electronic data transfer medium, magnetic tape format or other mutually agreed format. NEXTLINK shall be responsible for performing its own data reconciliation and integrating such updates into its master database.

9.1.8 Data must include all levels of indentation and all levels of information agreed upon by the Implementation Team.

9.1.9 CBT shall provide complete refresh of the DA Input Data at NEXTLINK's expense upon two weeks notice by NEXTLINK.

9.1.10 NEXTLINK will designate a technically feasible point at which the DA Input Data will be provided. NEXTLINK shall pay all costs of delivery of CBT's DA Input Data from its existing location to the technically feasible point designated by NEXTLINK.

9.1.11 NEXTLINK shall provide CBT with NEXTLINK's DA Input Data in the same form, on the same terms and with the same timeliness as CBT provides NEXTLINK with CBT's DA Input Data.

10.0 The Implementation Team will address the following issues:

10.1 Directory Assistance Database

10.1.1 DA Input Data Exchanges and Interfaces

10.1.2 Data Processing Requirements

SCHEDULE 9.5.4

COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS AND PORTS

1.0 General Coordinated Installation Process.

1.1 CBT and NEXTLINK shall coordinate installation in such a way as to minimize the out of service time a Customer may experience, and to minimize the need for live telephone conversations between CBT and NEXTLINK to perform the conversion.

CBT will match the disconnection of a CBT service with the installation of CBT Unbundled Loops or Local Switching. A Frame Due Time (FDT) will be assigned to the multiple service orders involved in a conversion. The FDT will define a two hour "Cutover Window" in which CBT will work the various orders and will determine the time frame within which NEXTLINK must complete its portion of the installation process.

1.2 The table below identifies the cutover windows available for each FDT specified. The FDT is available during Normal Business Hours, Business Days.

FDT *	CUTOVER WINDOW
10 AM	8-10 AM
11 AM	9-11 AM
12 AM	10-12 AM
1 PM	11 AM-1 PM
2 PM	12 PM-2 PM
3 PM	1 PM-3 PM
4 PM	2 PM-4 PM
5 PM	3 PM-5 PM

The Table in this **Schedule 9.5.4, Section 1.2**, will be subject to revision by mutual agreement between the Parties.

1.3 If NEXTLINK has a special request for service coordination which is not part of the process as described above, including conversions at times outside of the normal FDT windows, CBT will with proper notice and agreement schedule the service order activities to accommodate the request. This request will be indicated as FDT=X. Due to the additional CBT resources that are necessary to accommodate the special request, additional charges per the Pricing Schedule will apply.

1.4 The FDT process requires the following steps:

1.4.1. Prior to the Cutover Window 8:00 A.M. on the Due Date, the provider of dial tone will have dial tone translated and available. CBT shall perform the Dial Tone Test during the Cutover Window at no charge to NEXTLINK.

1.4.2. Within the FDT window, the physical activity of disconnecting and placing central office jumpers will take place.

1.4.3. At the midpoint of the FDT window, translations work will be initiated to add or remove features, including translations required to implement interim number portability.

* For CBT Band three (3) Rural Offices and (4) Southern Counties, (identified in Attachment A) the Cutover Window shall be extended to three (3) hours. However, the conversion interval shall remain at sixty (60) minutes or less.

SCHEDULE 9.10

NETWORK ELEMENT STANDARD INTERVALS

A. Network Element Standard Intervals

1. CBT shall on a quarterly basis strive to complete 90% , on an aggregate basis, of the total Performance Activities contained in Section C of this **Schedule 9.10** within the specified interval subject to exclusions per Section A.2.
2. The following types of orders will be excluded from the measurement for performance : (1) NEXTLINK requests an extended interval that exceeds the standard interval stated in this Schedule, (2) after an order is submitted to CBT, it is changed or rescheduled by NEXTLINK, (3) NEXTLINK or the Customer causes a delay in completing an order, (4) any other “Delaying Event” as defined in this Agreement.

B. Standard Intervals for xDSL Loop qualification:

1. Mechanized
(Information available in mechanized database) By 5:00 p.m. next business day
2. Manual process 5 business days

C. Standard Intervals for specific types of individual Network Elements:

Unbundled Loops

1. Two-Wire Analog Voice Grade Loops (POTS)

Volume: *
1-24 Loops 5 Business Days
25+ Loops Negotiated

2. Two-Wire Analog Voice Grade Loops (Qualified/Conditioned)

Volume:*		
1-10	Loops	7 Business Days
11-20	Loops	10 Business Days
21+	Loops	Negotiated

3. Four-Wire Analog Voice Grade Loop Negotiated

4. Four-Wire 64-Kbps Digital Loop Negotiated

5. Two Wire ISDN BRI 160-Kbps Digital Loop 10 Business Days

6. Four-Wire 1.544-Mbps Digital Loop

Facilities Available	7 Business Days
No Facilities Available	Negotiated

7. Two Wire xDSL Compatible Loop without Conditioning**

Volume:*		
1-24	Loops	5 Business Days
25+	Loops	Negotiated

8. Two Wire xDSL Compatible Loop with Conditioning**

Volume:*		
1-10	Loops	7 Business Days
11-20	Loops	10 Business Days
21+	Loops	Negotiated

9. Four Wire xDSL Compatible Loop without Conditioning**

Volume:*		
1-24	Loops	5 Business Days
25+	Loops	Negotiated

10. Four Wire xDSL Compatible Loop with Conditioning**

Volume:*		
1-10	Loops	7 Business Days
11-20	Loops	10 Business Days
21+	Loops	Negotiated

*Number of Individual Network Elements on a single Order, with requirement that separate orders are required for each specific customer premises for Unbundled Loops and NIDs; however CBT's performance with respect to the Performance Category reflected in this **Schedule 9.10** is determined on a loop-by-loop basis.

**Applies for loops previously qualified.

11.	DS3 Loop	Facilities in Place	7 Business Days
12.	OC-3 Loops	Facilities in Place	7 Business Days
	OC-3 channelized loop		
	OC-3 unchannelized loop		
13.	OC-12 Loops	Facilities in Place	7 Business Days
	OC-12 channelized loop		
	OC-12 unchannelized loop		
14.	OC-48 Loop	Facilities in Place	7 Business Days
	OC-48 channelized loop		
15.	Dark Fiber Loop	Facilities in Place	7 Business Days

D. **Parity Measurements**

CBT shall, on a monthly basis, accumulate the following measurements solely for demonstration of compliance with **Section 9.3**, but will not be used for the purpose of determining a Service Credit for **Section 17.2**.

1. Percent of Firm Order Commitments (“**FOC**”) provided by 5:00 p.m. of next Business Day.

SCHEDULE 10.1

WHOLESALE RESALE SERVICES

1.0 Subject to changes due to decisions of the Commission or other applicable laws, rules, regulations or orders, CBT shall apply a wholesale discount of sixteen point seven four percent (16.74%) to all discounted resale services.

SCHEDULE 10.3.1

GRANDFATHERED SERVICES

KENTUCKY

GENERAL EXCHANGE TARIFF KPSC NO. 3 (GET)
EXCHANGE RATE TARIFF KPSC NO. 1 (ERT)

TOPIC	TARIFF	SECTION	PAGE
Combination Basic Exchange Service	GET	3	ALL
Direct Inward Dialing - 100 Number Blocks	GET	15	193.1
PBX Secretarial Switchboards	GET	15	198,199
Centrex type I and II	GET	24	ALL
Local Area Service in Butler, Glencoe, Warsaw, & Williamstown.	ERT	1,2,3	
Joint User	GET	12	ALL
Residence Lines without Touchtone	ERT	1	7

SCHEDULE 10.3.2

SCHEDULED TO BE WITHDRAWN SERVICES

KENTUCKY

GENERAL EXCHANGE TARIFF KPSC NO. 3 (GET)
EXCHANGE RATE TARIFF KPSC NO. 1 (ERT)

TOPIC	TARIFF	SECTION	PAGE	DATE WITHDRAWN
Residence Flat Rate 2-Party Line Service	ERT	1,2		7/25/99
Local Area Service in Alexandria, Independence, Boone & Walton	ERT	1,2,3		4/25/99

SCHEDULE 10.9

RESALE STANDARD INTERVALS

A. Resale Standard Intervals

1. CBT shall, on a quarterly basis, complete 90% of the eligible installation orders within the intervals set forth below.
2. The following types of orders will be excluded from the measurement: (1) at NEXTLINK's request, the "Application to Scheduled Completion" interval exceeds the Standard Interval (2) after the order is submitted to CBT, it is changed or rescheduled by NEXTLINK, (3) NEXTLINK or the customer causes a delay in completing the order, (4) any other "Delaying Event" as defined in this agreement

Standard Interval Guidelines

Service	Quantity	Interval (Business Days)
Residence Lines	Facilities available - no premises visit required	
	Order received before 12 noon	To be completed next day by 5 p.m.
	Order received after 12 noon	2
	Facilities available - premises visit required	5
	No facilities - premises visit required	5
	Additional line (>1 residence line/same premises)	5
Basic Business	1-5 lines	5
	6-10 lines	5
	11-15 lines	5
	16 + lines	Negotiated
Vertical Features	Add or change Vertical Features:	
	Order received before 12 noon	To be completed same day by 5 p.m.
	Order received after 12 noon	To be completed next day by 5 p.m.
Complex Business	ISDN - BRI	10

Service	Quantity	Interval (Business Days)
	PBX Trunks (in a new Trunk Group)	
	1-4 trunks	10
	5-8 trunks	15
	9-12 trunks	21
	13+ trunks	Negotiated
	PBX Trunks (additions to existing Trunk Group)	
	1-10 trunks	5
	11-20 trunks	10
	21+ trunks	Negotiated
	Centrex 2000 (upon Commission approval of Commitment 2000)	Negotiated
	Trunk Advantage & Prime Advantage	
	1-48 trunks	10
	49-96 trunks	14
	97-144 trunks	18
	145+ trunks	Negotiated

Note: As the regulatory environment changes, services may be added or deleted from the chart as mutually agreed upon by the Parties.

B. Parity Measurements

1. Percent of Firm Order Commitments (FOC) provided by 5:00 p.m. of next Business Day.

SCHEDULE 10.11.1

FORM OF REPRESENTATION OF AUTHORIZATION

NEXTLINK/CBT hereby represents to CBT/NEXTLINK, for purposes of obtaining a Customer's Customer Proprietary Network Information (“**CPNI**”) or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of NEXTLINK/CBT (i.e., those Customers for whom NEXTLINK/CBT has not obtained Documentation of Authorization to provide Telephone Exchange Service), NEXTLINK/CBT acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, to the extent allowed by applicable law, password verification, or by other means, in each case as approved by the FCC or the Commission (“**Documentation of Authorization**”), that explicitly authorizes NEXTLINK/CBT to have access to the prospective Customer's CPNI. However, NEXTLINK/CBT may obtain a blanket Document of Authorization for the Customer authorizing the release of CPNI to NEXTLINK/CBT covering any and all requests for such CPNI made over a period of time designated by such authorization. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, NEXTLINK/CBT must submit to CBT/NEXTLINK the Documentation of Authorization. If NEXTLINK/CBT cannot provide applicable Documentation of Authorization, then CBT/NEXTLINK shall not provide CPNI to NEXTLINK/CBT.
2. CBT/NEXTLINK will only disclose CPNI to agents of NEXTLINK/CBT identified in the Documentation of Authorization.
3. If NEXTLINK/CBT has already obtained Documentation of Authorization from the Customer to place an order for Telephone Exchange Service for the Customer, NEXTLINK/CBT need not submit Documentation of Authorization to obtain the Customer's CPNI.
4. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, NEXTLINK/CBT acknowledges that it must obtain Documentation of Authorization that explicitly authorizes NEXTLINK/CBT to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. NEXTLINK/CBT need not submit the Documentation of Authorization to process a service order. However, NEXTLINK/CBT hereby represents that it will not submit a service order to CBT/NEXTLINK unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
5. The Documentation of Authorization must clearly and accurately identify NEXTLINK/CBT and the prospective Customer.

6. NEXTLINK/CBT shall retain or be able to produce all Documentation of Authorization for as long as NEXTLINK/CBT provides Telephone Exchange Service to the Customer or for as long as NEXTLINK/CBT makes requests for information on behalf of the Customer.
7. NEXTLINK/CBT shall provide, during Normal Business Hours, Documentation of Authorization for Customers or prospective Customers to CBT/NEXTLINK upon request, when such Documentation of Authorization is at issue.
8. NEXTLINK/CBT is responsible for, and shall hold CBT/NEXTLINK harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of _____, 2000 by and between CBT and NEXTLINK (the "**Interconnection Agreement**")) resulting from CBT/NEXTLINK's reliance upon NEXTLINK/CBT's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
9. If NEXTLINK/CBT fails to repeatedly and materially abide by the procedures set forth herein, CBT/NEXTLINK reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
10. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this ____ day of _____ 2000.

NEXTLINK KENTUCKY, INC.

CINCINNATI BELL TELEPHONE
COMPANY

By: _____

By: _____

Printed: Gerald Salemmme

Printed: Linda D. Frank

Title: Senior Vice President

Title: Vice President & General Manager –
Carrier Services

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

1.0 Introduction.

Consistent with Applicable Law, it is necessary for NEXTLINK and CBT to provide interface requirements to allow NEXTLINK to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (“**Law Enforcement Process**”).

The Law Enforcement Process will enable NEXTLINK to provide identical services to its Customers, as CBT provides to its customers with regard to such Law Enforcement Procedures. These services include Annoyance Call Bureau, wire intercept, trap and trace, fraud control, physical security and subpoena management, both civil and criminal. NEXTLINK will compensate CBT for costs CBT incurs in order to perform the Law Enforcement Process for the benefit of NEXTLINK and NEXTLINK' customers.

2.0 Law Enforcement.

Definition - The Law Enforcement Process assures that NEXTLINK (as a reseller of Resale Services) is in compliance with law enforcement requirements related to providing local Services to its Customers. The Parties agree to comply with law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1 Definition - CBT Annoyance Call Bureau (“**CACB**”) conducts investigations to help determine the source of unwanted calls after victims receive annoying calls and file an official complaint with the local law enforcement agency. Annoying calls include: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2 When NEXTLINK must initiate a trap or trace as a result of its customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches and survey calls), the following operational interfaces should occur:

3.2.1 NEXTLINK (the reseller) shall inform its Customer that it must file a formal complaint with the local police department and obtain agency' name, officer' name and case or report number.

3.2.2 NEXTLINK shall contact CACB on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3 The CACB shall conduct investigations to determine the source of the unwanted call; work with local police departments to gather evidence; and testify in court, if required, on behalf of NEXTLINK Customers who have received annoying

calls. The CACB will build case for and establish trap for twenty-one (21) days. NEXTLINK shall contact the CACB to renew the trap beyond twenty-one (21) days.

3.2.4 The CACB shall provide to NEXTLINK a local number that will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5 For non-emergency (not life-threatening) situations, NEXTLINK shall advise its Customer to contact its local Law Enforcement Agency and to provide NEXTLINK with required information to initiate a trap or call trace. NEXTLINK will contact the CACB during standard operating hours to establish a case. For emergency (life-threatening) situations, NEXTLINK shall inform its Customer to contact the appropriate Law Enforcement Agency, and this Agency will contact CBT to initiate a trap or call trace.

3.2.6 Additionally, for emergency situations, CBT corporate security will provide NEXTLINK representatives with an emergency security contact available seven (7) days a week, twenty-four (24) hours a day, and NEXTLINK will provide CBT representatives with an emergency security contact seven (7) days a week, twenty-four (24) hours a day.

3.2.7 NEXTLINK's Customer must contact NEXTLINK with the dates and times of the unwanted calls. NEXTLINK shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8 At the end of the tracing investigation (twenty-one (21)-day period), the CACB shall send written confirmation to NEXTLINK informing NEXTLINK of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local Law Enforcement Agency which NEXTLINK identified to the CACB. NEXTLINK shall inform its Customer of the results of the investigation.

3.2.9 If NEXTLINK Customers call CBT to initiate an annoying call report, CBT shall advise the person receiving the annoying or harassing call to call NEXTLINK.

4.0 Wire Intercept.

4.1 Definition - Requests from Law Enforcement Agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of NEXTLINK Customers.

4.2 Operational Interface Requirements - The Law Enforcement Agency (e.g., local, state or federal police department or government organization) shall serve CBT with a court order, authorizing CBT to conduct a wire intercept on the NEXTLINK Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1 Definition - Requests from Law Enforcement Agencies to conduct a “form” of identifying calls dialed by NEXTLINK Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2 Operational Interface Requirements - See Wire Intercept, Section 4.1.

6.0 Trace.

6.1 Definition - A form of electronic identification of calling numbers, where, upon consent from the NEXTLINK Customer (via NEXTLINK) or court order, law enforcement officials request a record of calling numbers to the premises of the NEXTLINK Customer.

6.2 Central Office Features - Call Trace is an advanced custom calling feature that provides NEXTLINK direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1 Definition - The law enforcement or civil process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding are made and make them readily retrievable by local police departments, government organizations and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, and trace services, etc.)

7.2 Operational Interface Requirements - The Law Enforcement Agency (e.g., local, state or federal police department, government organization or attorney) or civil litigant shall serve CBT an original subpoena naming CBT in its court document for requests for Customer information (see above definition). CBT shall forward call trace information to the Law Enforcement Agency for inquiries regarding NEXTLINK Customers. If the Law Enforcement Agency serves NEXTLINK the original subpoena, NEXTLINK shall forward a copy of the original subpoena to CBT and advise the Law Enforcement Agency to re-send an original subpoena naming CBT in its court document. CBT shall notify NEXTLINK of the resolution of the investigation, if permitted. However, CBT shall only provide the results of the investigation to the proper Law Enforcement Agency. For civil subpoena, CBT will provide the requested information to the extent that the information is in its possession and is non-privileged.

7.3 Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones and telemarketing calls to NEXTLINK's Customers are pending further discussions with CBT.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. CBT shall provide repair, maintenance and testing for all Resale Services in accordance with the terms and conditions of this **Schedule 10.13**. NEXTLINK shall handle all interaction with NEXTLINK Customers, including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution.
2. CBT technicians shall provide repair service that is equal in quality to that provided to CBT Customers; trouble calls from NEXTLINK Customers shall receive response time priority that is at parity to that of CBT Customers and shall be based on trouble severity, regardless of whether the Customer is an NEXTLINK Customer or an CBT Customer.
3. CBT shall provide NEXTLINK with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to NEXTLINK under this Schedule that it currently provides for its own customers. CBT shall provide NEXTLINK notice of any scheduled maintenance activity that may impact NEXTLINK's Customers on the same basis it provides such notice to its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements and cable rolls.
4. CBT shall provide notice of non-scheduled maintenance activity that may impact NEXTLINK Customers. Details of notification procedures will be addressed by the implementation team. CBT shall provide maintenance as promptly as possible to maintain or restore service and shall advise NEXTLINK of any such actions it takes.
5. If service is provided to NEXTLINK Customers before an Electronic Interface ("EI") is established between NEXTLINK and CBT, NEXTLINK will transmit repair calls to CBT repair bureau by telephone.
6. The CBT repair bureau, including the EI to be established pursuant to the Implementation Team, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week, except when preventative maintenance and software revisions require an out-of-service condition. CBT will provide NEXTLINK a twenty-four (24)-hour advanced notification of such out-of-service conditions.
7. CBT shall provide progress reports and status-of-repair efforts to NEXTLINK upon request and at a frequency interval to be determined by the Implementation Team. CBT shall inform NEXTLINK of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by CBT technicians shall be billed to NEXTLINK, not to NEXTLINK's customers, by CBT. The CBT technician shall, however, present the Customer with an unbranded form to identify NEXTLINK, NEXTLINK's address, and NEXTLINK's customer service telephone number detailing the time spent, the materials used and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the CBT technician shall make an additional appointment with the Customer and notify NEXTLINK as to the schedule of the appointment. The CBT technician shall obtain the Customer's signature when available upon said form and then use the signed form to input maintenance charges into CBT's repair and maintenance database.
9. Dispatching of CBT technicians to NEXTLINK Customer premises shall be accomplished by CBT pursuant to a request received from NEXTLINK. The Electronic Interface, or other procedures mutually agreed to by the Parties, shall have the capability of allowing NEXTLINK to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises and verify any actual work completed on the Customer's premises.
10. Critical or Expedited Troubles.

Upon receiving a referred trouble from NEXTLINK, the CBT technician will offer a dispatch appointment and quoted repair time dependent upon CBT's force-to-load condition. CBT shall offer dispatch appointments and repair time quotes on a nondiscriminatory basis. CBT's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as CBT uses to expedite intervals for itself and its subsidiaries, Affiliates and retail customers. If CBT will be unable to meet an NEXTLINK expedited request, CBT will notify NEXTLINK and NEXTLINK will have the option to implement the escalation process developed by the Implementation Team.

11. Disaster Recovery.
 - The Implementation Team will establish a process for disaster recovery that addresses the following:
 - Events affecting CBT's network, work centers and operational support systems;
 - Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster, and restoration;
 - Procedures for notifying NEXTLINK of problems, initiating restoration plans and advising NEXTLINK of the status of resolution;
 - Definition of a disaster; and

- Equal priority, as between NEXTLINK Customers and CBT Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel and access to spare parts and components.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING PROCEDURES AND INTERFACE FUNCTIONALITY

1. Service ordering and provisioning procedures will provide NEXTLINK with the ability to:
 - (a) Obtain, during sales discussions with a Customer, access to the following CBT Customer service record data in a manner that is transparent to the Customer:
 - Billing telephone number/name/address
 - Service Location Address
 - Working telephone number(s) on the account
 - Existing service and features
 - Blocking
 - CLASS Features
 - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
 - Special Exemption Status indicator, if any
 - Directory Listing Information
 - Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable
 - (b) Obtain information on all features and services available;
 - (c) Order all desired features and services for the NEXTLINK Customer.
 - (d) Assign a telephone number (if the NEXTLINK Customer does not have one assigned);
 - (e) Establish the appropriate directory listing;
 - (f) Determine if a service call is needed to install the line or service;
 - (g) Schedule dispatch and installation, if applicable;
 - (h) Provide installation dates to Customer;
 - (i) Order local intraLATA toll service and enter NEXTLINK Customer's choice of primary interexchange carrier on a single, unified order;

(j) Suspend, terminate or restore service to an NEXTLINK Customer;

CBT will support four (4) transaction types: Assume, Change, New and Delete. If any additional transactional types are made available, the Implementation Team shall address availability and procedures for those additional transaction types.

2. NEXTLINK shall be entitled to place orders to transfer a Customer to NEXTLINK without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). Furthermore, if a Customer requests changes to its features and/or such service at the time of transfer, as part of a request for Migration-As-Is, NEXTLINK need only specify the features and/or services that are to change. However, unless agreed to by CBT, Migration-As-Is will not include any service subscribed that is not a Telecommunications Service, that is available for Resale.
3. Critical or Expedited Orders. NEXTLINK may request that the standard interval for provisioning will be expedited if CBT's standard intervals do not meet the NEXTLINK Customer's requested due date. Orders will be expedited by CBT on the same basis as it expedites orders for its subsidiaries, Affiliates and retail Customers. If CBT will be unable to meet an NEXTLINK expedite request, CBT will notify NEXTLINK. CBT reserves the right to establish a charge at a later date, for expedite requests.
4. General Resale Ordering and Provisioning Requirements.
 - (a) CBT shall provide provisioning services to NEXTLINK during Normal Business Hours, Business Days. NEXTLINK may request CBT to provide Saturday, Sunday, holiday and/or off-hour provisioning services. If NEXTLINK requests that CBT perform provisioning services at times or on days other than as required in the preceding sentence, CBT shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If NEXTLINK accepts CBT's quote, CBT shall perform such provisioning services. After having given NEXTLINK a price quote, CBT may charge NEXTLINK for any unanticipated extraordinary costs that it may incur, provided that CBT informs NEXTLINK of the charge and NEXTLINK verifies that it will pay for these charges. NEXTLINK may request appropriate documentation from CBT detailing these charges. Such costs should not be duplicative of any costs already paid by NEXTLINK for provisioning these services. Any disputes concerning the appropriateness of such charges may be resolved by the Commission.
 - (b) CBT shall provide a NEXTLINK Service Center ("**LEC-C**") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's Resale Services. The SPOCs shall provide an electronic interface for all ordering and provisioning order flows. The LEC-C shall provide to NEXTLINK a telephone number, answered during Normal Business Hours, Business Days, by capable staff.

- (c) CBT will recognize NEXTLINK as the Customer of Record of all Resale Services ordered by NEXTLINK and will send all notices, invoices and pertinent Customer information directly to NEXTLINK.
 - (d) When requested by NEXTLINK, CBT will schedule installation appointments with CBT's representative on the line with NEXTLINK's representative until NEXTLINK has access to CBT's scheduling system.
 - (e) CBT will provide NEXTLINK with a Firm Order Confirmation ("**FOC**") for each order within the interval agreed upon by the Implementation Team. The FOC must contain an enumeration of NEXTLINK's ordered resale features, options, physical Interconnection, quantity and CBT commitment date for order completion ("**Committed Due Date**"), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.
 - (f) Upon work completion, CBT will provide NEXTLINK with an order completion confirmation. CBT shall respond with specific order detail as enumerated on the FOC.
 - (g) As soon as identified, CBT shall provide notification of NEXTLINK orders that are incomplete or incorrect and therefore cannot be processed.
 - (h) As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Resale Services. CBT shall indicate its new committed due date within twenty-four (24) hours.
 - (i) CBT shall provide to NEXTLINK upon request:
 - (1) a list of all services and features and InterLATA and IntraLATA PICs technically available from each switch that CBT may use to provide Local Switching, by switch CLI;
 - (2) detail of the service coverage area of each switch CLI; and
 - (3) Industry standard notification to carriers regarding information on the details and requirements for planning and implementation of NPA splits;
 - (j) For Resale Services that require coordination among CBT, NEXTLINK and NEXTLINK's Customer, NEXTLINK shall be responsible for any necessary coordination with the NEXTLINK Customer.
5. CBT shall recognize NEXTLINK as an agent for the subscriber in coordinating the disconnection of services provided by another NEXTLINK or CBT, provided that NEXTLINK has obtained proper authorization from the Customer.

6. If no Applicable Law governs an intraLATA toll carrier selection and if the Customer does not select an intraLATA toll carrier, the default carrier shall be determined pursuant to Local Service Guideline XE.
7. Number Administration/Number Reservations.
 - (a) CBT shall provide NEXTLINK with the ability to reserve telephone numbers for all services, including reservation of vanity numbers, and the same range of number choices and reservation duration as CBT provides its own subscribers. Reservation and aging of numbers shall remain CBT's responsibility.
 - (b) On the same basis as CBT provides to its retail customers, CBT shall hold up to 100 telephone numbers, per NEXTLINK subscriber request.
8. Service Migrations and New Subscriber Additions: For resale services, CBT shall not require a disconnect order from a subscriber, another local service provider or any other entity to process an NEXTLINK order to establish NEXTLINK Local Service and/or migrate a subscriber to NEXTLINK local service.
9. Order Rejections: As soon as reasonably practicable, CBT shall reject and return to NEXTLINK any order that CBT cannot provision and in its reject notification provide an error code identifying the reason(s) why such order was rejected.
10. Service Order Changes
 - (a) If an installation or other NEXTLINK-ordered work requires a change from the original NEXTLINK service order in any manner, CBT shall call NEXTLINK in advance of performing the installation or other work to obtain authorization. CBT shall then provide NEXTLINK an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall immediately notify NEXTLINK of actual labor hours and/or materials used in accordance with regular service order completion schedules.
 - (b) If an NEXTLINK Customer requests a service change at the time of installation or other work being performed by CBT on behalf of NEXTLINK, CBT, while at the Customer premises, shall direct the NEXTLINK Customer to contact NEXTLINK so as to avoid unnecessary delays in service activation, should the CBT representative leave Customer premises.
11. Implementation Team: The Implementation Team shall address systems and process testing, service suspensions/restorations and disconnects.
12. Special Construction: If the provision of any Resale Services requires special construction, NEXTLINK shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. If special construction is required, the Parties shall mutually agree

on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the standard intervals set forth on **Schedule 10.9**.

13. Systems and Process Testing: CBT shall cooperate with NEXTLINK to ensure that all operational interfaces and processes are in place and functioning properly and efficiently.
14. Disconnects: CBT shall provide to NEXTLINK daily information notifying NEXTLINK of any services disconnected from NEXTLINK in a method and format to be specified during Implementation Planning.

SCHEDULE 10.16

BILLING INFORMATION

1.0 General

1.1 CBT shall record messages as it records messages for itself and as required for future usage based services. Recorded Usage Data includes, but is not limited to, the following categories of information:

- Directory Assistance
- Local Coin
- Toll
- Interrupt
- Verify
- Inmate Services
- Optional Measured Service
- Community Connection Service
- CLASS Features
- Repeat Dialing
- Call Return
- Usage Sensitivity 3-Way Calling
- Call Tracing
- Calls Completed Via CBT-Provided Operator Services Where CBT Provides Such Service to NEXTLINK's Local Service Subscriber
- For CBT-Provided Centrex Service, Station Level Detail Records Shall Include Complete Call Detail and Complete Timing Information

1.2 Retention of Records: CBT shall maintain a machine readable back-up copy of the message detail provided to NEXTLINK for a minimum of forty-five (45) calendar days. CBT shall provide any data back-up to NEXTLINK upon the request of NEXTLINK.

1.3 CBT shall provide to NEXTLINK Recorded Usage Data for NEXTLINK subscribers. CBT shall not submit other carrier local usage data as part of the NEXTLINK Recorded Usage Data.

1.4 CBT shall bill to NEXTLINK, not to NEXTLINK subscribers any recurring or non-recurring charges for resold services, including alternate billed calls (i.e., collect, 3rd party, bill-to-ANI).

1.5 CBT shall provide Recorded Usage Data to NEXTLINK billing locations as mutually agreed to by both parties during Implementation Planning.

2.0 Charges

2.1 Unless modifications are mutually agreed upon, CBT shall not charge any fees additional for recording, rating or transmitting usage data.

2.2 No charges shall be assessed for incomplete call attempts.

3.0 Implementation Team Issues

The following issues will be addressed by the Implementation Team:

3.1 Central Clearinghouse & Settlement Procedures

3.2 Lost Data Procedures

3.2.1 Loss of Recorded Usage Data

3.2.2 Partial Loss

3.2.3 Complete Loss

3.2.4 Estimated Volumes

3.3 Testing, Changes and Control Procedures

SCHEDULE 12.1.12

MICROWAVE COLLOCATION

1.0 Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), and microwave antenna(e) on the roof top or other suitable exterior spaces of CBT's Central Offices. The method of placing NEXTLINK's antenna(e) shall be by NPRM unless the Parties mutually agree to a different method. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, and it shall be provided in accordance with the rates, terms and conditions in this **Schedule 12.1.12** and the Pricing Schedule. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by CBT where technically feasible but is not guaranteed to be available.

1.1 **Initial Site Visit:** NEXTLINK will provide a Site Visit Request to CBT, in writing, setting forth the names of the CBT Central Office Building(s) NEXTLINK wishes to visit for potential Microwave Collocation. Such site visit consists of a NEXTLINK representative and appropriate CBT personnel visiting a CBT Central Office building for the purpose of determining whether an unobstructed line-of-sight may be technically feasible. Such Site Visit does not obligate NEXTLINK to request, or CBT to provide, Microwave Collocation on the site. The site visit will take place within five (5) business days of receipt by CBT of NEXTLINK's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

NEXTLINK will submit a Site Visit Request fee of \$250.00 for each site requested with each Site Visit not to exceed two hours. For site visits that take longer than two (2) hours, the time in excess of two (2) hours will be charged by CBT to NEXTLINK at CBT's loaded labor rates on a per hour basis.

1.2 **Microwave Collocation Application:** In addition to the information required for physical collocation specified in **Section 12.12.1**, NEXTLINK shall provide information detailing (i) proposed rooftop/exterior space location of microwave equipment, (ii) description of microwave equipment, and (iii) any other pertinent information for each central office building where NEXTLINK seeks Microwave Collocation. The information and fees will apply both to space on the roof as well as space inside the CBT central office. Within ten (10) days of receiving the applications CBT shall inform NEXTLINK (i) if space is available inside the central office for the termination equipment and (ii) if space is available on the roof, parapet or other exterior structures.

If CBT concludes that rooftop/exterior space which provides NEXTLINK with unobstructed line-of-sight does not appear to be technically feasible, CBT will provide NEXTLINK a written explanation of such technical infeasibility. Such

explanation shall also be provided within ten (10) days of CBT's receipt of the collocation application.

CBT shall provide a "Track B" quote as described more fully below, provided CBT shall be permitted where unusual circumstances warrant, to provide only a "Track A" quote. Where a Track A quote is provided, NEXTLINK shall have the right to provide a quote from a CBT-approved contractor. If such NEXTLINK-provided quote is more advantageous to NEXTLINK - either on price or implementation schedule - CBT must either use such NEXTLINK-selected contractor or provide that CBT's contractor will match the price and implementation schedule of the NEXTLINK selected contractor.

Where a Track B quote is provided, all contractors shall be CBT-approved contractors. CBT reserves the right to object to any part of the quote or work on the grounds of quality of work, performance specifications, or scheduling, and to either select another contractor or provide a quote to NEXTLINK to perform the work itself, provided that in either event NEXTLINK shall not be adversely affected. The parties agree to cooperate so as to complete the necessary work in an expeditious, high quality and cost-effective manner.

- 1.3 Pre-Construction/Technical Site Visit: Within ten (10) business days of approving NEXTLINK's Microwave Collocation Application, the Parties shall visit the Central Office building where Microwave Collocation has been requested to develop specific engineering and related technical data for use by CBT to prepare a quote. NEXTLINK, by the end of the Pre-Construction/ Technical Site Visit, or within five (5) business days thereafter, shall provide CBT with the following data:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within NEXTLINK's case (vendor; capacity; power consumption, peak and nominal; equipment operating voltage)
- Line of sight requirements (Azimuth)
- Relevant Information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Antenna Center Line (C/L), Antenna Gain, Diversity Antenna type (if used), Diversity Antenna C/L, Diversity Antenna Gain, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (Mhz)

Other relevant information as Identified at the site visit.

- 1.4 Preparation of Quote(s): Within thirty (30) days of receiving the information set forth in Section 1.3 of this **Schedule 12.1.12** from NEXTLINK, CBT will provide, as more fully described below, (1) Track A and/or Track B quote(s) and

(2) a quote for the Monthly Recurring Charges pursuant to the rates and terms set forth in the Pricing Schedule. A Track A quote shall state that CBT will be responsible for performing the necessary Microwave Collocation work.

Where a list of CBT-approved contractors is available, NEXTLINK may, under Track B, select the subcontractor(s) to provide the necessary work for the Microwave Collocation arrangement or perform the work itself, if deemed a CBT-approved contractor. If NEXTLINK elects to subcontract the work for the Microwave Collocation arrangement, NEXTLINK will also pay CBT to monitor and/or supervise such work. All such work contracted by NEXTLINK will be performed under the reasonable supervision of CBT personnel and comply with CBT's nondiscriminatory practices and procedures. Escorted access will also be provided as necessary by CBT, at NEXTLINK's expense, as described below. CBT or its designated subcontractors shall perform all necessary work outside of the Microwave Collocation arrangement (including work associated with grounding, power and building modifications) unless otherwise agreed to by the Parties. In any event, all work performed shall be done exclusively by CBT-approved providers. The quote(s) shall reflect the specifications submitted by NEXTLINK and may change based on the actual field conditions encountered during construction. All CBT quotes shall be based upon the most cost-effective and practical method of accomplishing the tasks attendant to the proposed interconnection and collocation.

1.4.1 Written Assessment:

This shall include:

- 1.4.1.1 A statement of technical feasibility, including information on line of sight and any obstructions;
- 1.4.1.2 Preliminary construction drawings that show the relevant roof plan, elevations as necessary, and support structure detail; and
- 1.4.1.3 Electrical drawings.

1.4.2 Quotes:

- 1.4.2.1 The Track A Quote shall set forth separate, itemized charges for the following work:

- 1.4.2.1.1 Architect Fees.

The standard building permit application process will be handled by CBT's architect. Any Conditional Use

Permit (CUP) requirements will be handled pursuant to Section 1.4.2.6 of this **Schedule 12.1.12.**

1.4.2.1.2 Engineering Study

An Engineering Study will only be performed if necessary to maintain the integrity of the rooftop location or if required by a relevant permitting agency.

The fee quoted for the study will be the sum of the hourly charges for time spent by CBT's Engineers.

1.4.2.1.3 Permitting Review:

This shall be the sum of the hourly charges of CBT Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting NEXTLINK in the permitting process. CBT shall have final approval authority on all proposed conditions (which shall not be unreasonably withheld) imposed by relevant jurisdictions and CBT shall have the right to be represented at all hearings in connection with governmental approvals.

1.4.2.1.4 Microwave Equipment Installation:

This shall Include:

- (a) Mounting of microwave antenna(e) and support structure, as required;
- (b) Installation of required coaxial cable;
- (c) Installation of any required conduit to the interior physical Collocation space;
- (d) Coring, if required;
- (e) Weatherproofing, if required;
- (f) Electrical modifications, including grounding; and
- (g) Antenna specialist, if required.

1.4.2.1.5 CBT Supervision of Installation.

This shall be the sum of hourly charges of any CBT Real Estate Specialists or Project Managers who monitor the installation performed by CBT's contractor. All necessary monitoring and related activity undertaken by CBT employees shall not exceed a total of two hours per day of construction unless circumstances reasonably warrant additional time.

1.4.2.1.6 Special security Construction:

If CBT demonstrates that new, secure access to the Microwave Collocation location is reasonably necessary or if NEXTLINK desires such access, the costs associated with the construction of such access shall be described on a separate schedule to be provided by CBT to NEXTLINK.

1.4.2.2 The Track B Quote shall set forth separate itemized charges for the following work:

1.4.2.2.1 Architectural Plan Review:

This shall be the sum of hourly charges of CBT Architects necessary to review the plans. CBT shall not charge in excess of two hours for such review of draft(s), unless CBT demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

1.4.2.2.2 Permitting Review:

This shall be the sum of the hourly charges of CBT Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting NEXTLINK in the permitting process. CBT shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and CBT shall have the right to be represented at all hearings in connection with governmental approvals.

1.4.2.2.3 Exterior (and Related Interior) Building Modification Work:

CBT will include a quote for CBT to perform coring within the Central Office, roof strengthening or any other exterior building modification, that may be required.

1.4.2.2.4 Supervision of General Contractor:

This shall be the sum of the hourly charges of any CBT Real Estate Building Specialists or Project Managers who monitor the installation performed by NEXTLINK's contractor. All necessary monitoring and related activity undertaken by CBT employees shall not exceed a total of two (2) hours per day of construction unless CBT demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

1.4.2.2.5 Special Security Construction:

This shall be the same element as set forth in Section 1.4.2.1.4 of this **Schedule 12.1.12**.

1.4.2.3 Recurring Charges

These consist of:

1.4.2.3.1 Monthly Recurring Rooftop Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis as set forth in the Pricing Schedule. NEXTLINK is limited to the placement of two microwave antenna(e) within its space, each with a limit of 30 inches in diameter and/or subject to the height specifications as set forth in Section 14.0 of this **Schedule 12.1.12**, subject to line-of-sight and structural engineering guidelines. At no time shall an antenna(s) be directed across open roof space without approval of CBT which shall not be unreasonably withheld. Requests for larger or additional equipment, including antenna(e) will be handled on an individual case basis (ICB).

The Commencement Date for payment of the Space Rental Fee shall be the date the space is approved and turned over to NEXTLINK for use.

1.4.2.3.2 Escorted Access.

Where necessary, CBT will provide escorted access to space on the roof based on the hourly rates set forth in the Pricing Schedule. The level of the CBT personnel assigned to escort NEXTLINK shall be commensurate with NEXTLINK's needs.

- 1.4.2.4 All quotes shall be valid for ninety (90) days from issuance, and NEXTLINK shall accept, reject or request changes within such time period. To accept a quote, NEXTLINK shall follow procedures set forth in **Section 12.12.4.6.**

1.4.2.5 Equipment and Testing:

NEXTLINK shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna(e) required for the Microwave Collocation. NEXTLINK shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e).

1.4.2.6 Conditional Use Permit Process:

NEXTLINK shall be responsible for obtaining all relevant Conditional Use Permits (CUPs) and shall bear all costs and fees. NEXTLINK shall regularly apprise CBT of the status of such permitting and consult with CBT as reasonably necessary.

CBT shall cooperate with NEXTLINK, and NEXTLINK shall pay CBT the hourly rates for time reasonably necessary and actually spent by CBT Real Estate or Project Managers on the permitting process. CBT shall have final authority and exercise it in a reasonable manner on all proposed jurisdictional conditions and has the right to be represented at all CUP hearings.

1.4.2.7 Schedule:

The Initial Microwave Collocation Method of Procedure (MOP) meeting between the Parties and the contractor(s) shall be held

within ten (10) business days of the Start Date or receipt of all necessary permits, whichever is later. Installation of the Microwave Collocation will be complete within ten (10) business days of the MOP, provided (1) NEXTLINK has delivered all the necessary microwave and related equipment to the Central Office prior to or on the date requested by the contractor; (2) all necessary permits have been issued, (3) there is not inclement weather which makes it commercially unreasonable to perform the work (e.g., rain or snow) (4) there are no concurrent CBT projects, under way or planned that interfere with the completion of NEXTLINK's proposed project unless such projects have been disclosed at the initial MOP or is an emergency project, and (5) there are no Acts of God or other force majeure which prohibit the installation. A final project acceptance meeting shall be scheduled within five (5) business days of the installation completion date. At this final meeting the Parties shall review and approve the hand-off of the Microwave Collocation.

2.0 No Property Right Conferred:

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in CBT's property, and NEXTLINK hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of CBT's property solely for the purposes set forth herein. A limit of two (2) NEXTLINK Microwave Collocation arrangements per central Office will be permitted unless otherwise agreed by the Parties.

Title to NEXTLINK's Microwave Collocation equipment shall remain in NEXTLINK as the property of NEXTLINK and shall not become fixtures to CBT's property.

3.0 Responsibility of the Parties:

3.1 NEXTLINK shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdiction. including without limitation, conditional use permits and building permits, FCC licenses and FAA approval, to operate and maintain NEXTLINK's facilities during the Term of this Agreement.

3.2 NEXTLINK shall not use CBT's property or permit NEXTLINK's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of NEXTLINK's Microwave Collocation equipment. NEXTLINK shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment

of any occupant of nearby properties.

- 3.3 Where CBT performs the installation work, (i.e., Track A) CBT shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. CBT shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. CBT shall require that all Contractors include NEXTLINK as an additional insured to any policies of insurance maintained by the Contractor for purposes of the Work, and shall indemnify NEXTLINK from losses, costs and expenses incurred as a result of contractor's work. NEXTLINK hereby acknowledges and agrees that CBT shall not be liable for the work performed, materials, supplies, or work products furnished by any contractor, and that NEXTLINK shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing CBT from any claim or liability therefrom except to the extent of the negligence or willful misconduct of CBT in the performance of its project management activities.
- 3.4 Notwithstanding any other provision of this Agreement, NEXTLINK hereby acknowledges that CBT may have existing wireless communications facilities of its own or of other tenants or licensees on or at CBT's Central Office, and/or CBT may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at CBT's Property ("Aggregating Providers"). NEXTLINK shall cooperate with CBT and all other Aggregating Providers so as to reasonably accommodate the needs and requirements of such Aggregating Providers with respect to the installation, operation use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to CBT's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, NEXTLINK's facilities shall not physically, electronically, or inductively interfere with the existing CBT or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply to all other Aggregating Providers.

In the event NEXTLINK desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant CBT Central Office rooftop, NEXTLINK shall submit a written request to CBT specifying the new location NEXTLINK proposes to occupy. CBT shall, within thirty (30) days, approve such relocation or describe, in writing, why such relocation is not technically feasible.

- 3.5 Upon the expiration or termination of this Agreement, NEXTLINK shall surrender the Microwave Collocation space to CBT in its original condition and in good order and repair, less ordinary wear and tear. NEXTLINK, at its expense, to CBT's reasonable satisfaction, shall repair any and all damages caused by removal of NEXTLINK's Microwave equipment, or by the use, operation or placement of its Microwave equipment on the Premises. In the event NEXTLINK fails to remove its Microwave equipment, CBT shall have the right to retain such Microwave equipment and all rights of NEXTLINK with respect to it shall cease. NEXTLINK shall be liable to CBT for all costs of removal, restoration of the property, and the costs of storage, transportation, sale or other disposition of such Microwave equipment incurred by CBT.
- 3.6 NEXTLINK's Insurance Obligations. The insurance requirements in **Section 19.8** shall also apply to microwave collocation.
- 3.7 At its sole cost and expense, NEXTLINK shall maintain NEXTLINK's provided Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, NEXTLINK shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If NEXTLINK shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from CBT, CBT shall have the right but not the obligation to clean up the space on NEXTLINK's behalf. In such event, NEXTLINK shall be liable to CBT for the cost and expense of such work, upon written demand.
- 3.8 Notwithstanding any other provision of this Agreement or the obligations of collocators under the regulations of the FCC, NEXTLINK, at its sole cost and expense, shall determine whether the installation and operation of its equipment at the CBT facility, independently or in conjunction with the equipment of CBT and/or others operating at the CBT facility, will exceed any Maximum Permissible Exposure (MPE) limits for radiofrequency radiation established by the FCC which are applicable to NEXTLINK's, CBT's or any other collocator's equipment. If such limits are or will be exceeded as a result of NEXTLINK's new installation, NEXTLINK, at its sole cost and expense, shall take any and all measures necessary to eliminate such a condition before placing its equipment in operation. NEXTLINK shall provide documentation to CBT prior to operating its equipment stating that it has determined that the facility will remain below the applicable MPE limits when its equipment is in operation and providing any documents or other information supporting this determination. CBT shall cooperate with NEXTLINK in performing its obligations under this provision.
- 4.0 Secure Access. The security arrangements in **Section 12.10.1** shall also apply to microwave collocation.

5.0 If the proposed Microwave Collocation arrangement is structurally feasible and NEXTLINK agrees to the non-recurring and monthly recurring pricing, NEXTLINK must then meet the following conditions prior to construction:

- Obtain FCC license (if required)
- Complete filing of appropriate notifications to the FAA (if required)
- Seek and obtain any local approval for any modifications to the central office roof

6.0 NEXTLINK is responsible for providing cable from the radio frequency (RF) equipment to the collocation cage.

7.0 Subject to the requirements set forth in this Agreement and Federal and State law, CBT is not required to construct any type of tower space or allow construction of tower space on the roof to accommodate a microwave request.

8.0 CBT will manage roof space on a first-come/first-served basis. CBT will work cooperatively with NEXTLINK in determining suitable space for NEXTLINK equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to Section 1.3 of this **Schedule 12.1.12**, NEXTLINK is guaranteed a clear line of sight from the antenna mount and the edge of CBT's roof line. If CBT requires a building enhancement/ modification or through the placement of additional equipment obstructs NEXTLINK's existing line of sight, CBT will work with NEXTLINK to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by CBT.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

9.0 NEXTLINK is limited to placement of two microwave antenna(e) within the designated space. NEXTLINK must submit plans and seek approval from CBT before adding additional equipment to the collocation space or move equipment outside of designated space. NEXTLINK may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from CBT, which will not be unreasonably withheld. CBT shall respond to any requests within a reasonable timeframe not to exceed thirty (30) calendar days. "Major Alterations" shall include (i) additional construction by NEXTLINK of support equipment within its rooftop space, (ii) addition of mounted equipment not expressly contemplated by the Microwave Collocation Application relating to such rooftop space and microwave transmission facilities, and (iii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized or smaller mounted equipment or similar functionality, (ii) addition of mounted equipment expressly contemplated by the Microwave Collocation Application relating to such

rooftop space and microwave transmission facilities and (iii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment may require a new application.

- 10.0 If at any time CBT reasonably determines that any NEXTLINK's facilities or equipment or the installation of NEXTLINK's facilities or equipment does not meet the requirements outlined in this Agreement, NEXTLINK will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. If NEXTLINK fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to NEXTLINK, CBT may have the facilities or equipment removed or the condition corrected at NEXTLINK's expense.
- 11.0 If CBT reasonably determines that any NEXTLINK activities, equipment or facilities are unsafe, do not meet the specifications described in this agreement, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, CBT has the right to immediately stop such activities or the operation of such facilities or equipment or place it on hold. When such conditions do not pose an immediate threat to the safety of CBT employees, interfere with the performance of CBT service obligations, or pose an immediate threat to the physical integrity of the roof, the walls, the conduit system, the cable facilities, or any other facilities of CBT, CBT will provide NEXTLINK fifteen (15) days written notice to correct the condition. However, when such conditions pose an immediate threat, CBT may perform such work and/or take such action that CBT deems necessary without prior notice to NEXTLINK. The cost of this work and/or actions will be at NEXTLINK's expense.
- 12.0 NEXTLINK equipment must comply with Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements (TR-NWT-000063), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), FCC OET Bulletin 65 dated 08/97, Central Office Equipment Installation/Removal Generic Requirements (GR-1275-CORE), Protective Grounding Systems Requirements for Microwave Radio Main and Auxiliary Stations (BSP 802-001-197), and Standard for the Installation of Lightning Protection Systems (NFPA 780).
- 13.0 CBT will not generally provide power or environmental support to the roof space. If CBT agrees in response to a specific request by NEXTLINK to provide power or environmental support to the roof space, NEXTLINK will bear all associated costs as specified by CBT to provide such services.

14.0 The following conditions will apply to rooftop/exterior space:

14.1 NPRMs. NEXTLINK must lease a minimum of twenty-five (25) square feet and the NPRM shall be no taller than twenty (20) feet above the top of the building.

14.2 Wall or Side Mount. NEXTLINK must lease a minimum of ten (10) square feet of roof/exterior space. NEXTLINK shall have the option to lease an additional minimum fifteen (15) square feet of horizontal roof space adjacent to the antenna(e) mount in order to preclude CBT or other parties from placing equipment next to the side mount of the antenna(e), unless a smaller minimum space is approved by CBT. Wall or Side Mount shall be restricted to a height of ten (10) feet above the building structure at the location of the attachment, unless otherwise approved by CBT.

SCHEDULE 15

DIRECTORY LISTINGS

The following includes Directory Assistance Data Information Exchanges and Interfaces.

1.0 Listing Types

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

1.1 Listing Styles

<u>LISTING STYLE</u>	<u>DESCRIPTION</u>
STRAIGHT LINE	All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.
INDENTED LISTING SET - STRAIGHT LINE UNDER (SLU)	Two or up to six listing records relating to the same listed subscriber. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing.
INDENTED LISTING SET - CAPTION SET	Formatted with one listing header record and multiple indented listing records. See detailed description below.
INDENTED LISTING (CAPTION) SET	
HEADER RECORD	Contains listed name; address and telephone number data fields are blank.
SUB-HEADER RECORD/ LISTING	May contain name data only, or may include address data. Associated subordinate records may, or may not be

present.

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

1.3 Data Field Elements

Requirements for Initial Processing and Daily Update Activity

<u>DATA FIELD</u>	<u>DATA ELEMENT</u>	<u>FIELD LENGTH</u>
ACTION CODE	A = Add I = In D = Delete or O = out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	Required: 8 digits
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff.	Required: 4 digits
DIRECTORY SECTION LISTING IDENTIFIER	Name of the directory section where the record is to be listed. F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	Required: Maximum of 50 alpha characters Optional: 1 alpha character

FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7)	Required: Maximum of 3 alpha characters
LISTING TYPE	L = Listed NP = Non-Published	Required: Maximum of 2 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set An Indented listing relates to either a caption or Straight Line Under (“ SLU ”) set listing.	Required: 1 alpha character
INDENT LEVEL	0 = Non-indented record 1 - 8 = Level of indented record	Required: 1 digit
ADDRESS HOUSE NUMBER	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PRE-DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree-Dunwoody, HWY. 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.
ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters

ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME ABBREVIATION	Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office.	Maximum of 2 alpha characters
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to NEXTLINK.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters in CBT format and style
NAME - FIRST WORD	<p>Surname of a Residence or Business listing, or first word of a Business or Government listing</p> <p>Multi-word or hyphenated surnames should be treated as one word.</p>	<p>Required for a zero (0) level record.</p> <p>Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname.</p> <p>Maximum of 50 alpha, numeric, alphanumeric, or special characters</p>
NAME -SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing	Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.

LINEAL DESCENT	<u>e.g.</u> , SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(s)	<u>e.g.</u> , MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters
DEGREE	<u>e.g.</u> , MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters CBT populates Degree data in the Designation field
NICKNAME	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed subscriber's profession, business, or location, <u>e.g.</u> , ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters
STANDARD TELEPHONE NUMBER *	NPA NXX-LINE	Optional: 12 characters, including space and hyphen
NON-STANDARD TELEPHONE NUMBER *	Telephone numbers less than or more than the standard telephone number.	Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens

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

CENTREX ISDN ATTENDANT LINE

Direct Inward Dialing

Direct Outward Dialing
Identification of Outward Dialing
Intercom Dialing
Touch Tone
ISDN Shared Directory Number
ISDN Multiple Call Appearances
ISDN Bridged Call Exclusion, Privacy
ISDN Time and Date Display
ISDN Attendant Inspect
ISDN Attendant Night Service
Attendant Interposition Transfer
Attendant Timed Reminder
Dial Call Waiting
Attendant Speed Dialing - 6 and 30 Number
ISDN Attendant Camp-On
ISDN Call Forwarding Variable
ISDN Attendant Direct Station Select
ISDN Attendant Position Busy
ISDN Attendant Call-Hold
ISDN Add-On Consultation Hold
ISDN 3-Way Calling
ISDN Call Transfer Individual All Calls
ISDN Call Pick-Up
ISDN Directed Call Pick-Up Non Barge-In
ISDN Night Answer-Trunk Answer Any Station
ISDN Calling Number Delivery
ISDN Distinctive Ringing
Custom Set Configuration
ISDN Multiline Hunting
ISDN Circular Hunting
Uniform Call Distribution

NNECTION
