

## INTERCONNECTION AGREEMENT BETWEEN ACSI AND GTE COMMUNICATIONS

Pursuant to this Interconnection Agreement ("Agreement"), American Communication Services, Inc. on behalf of its local exchange operating subsidiaries identified on Attachment A as it shall be amended from time to time (collectively "ACSI"), and GTE Southwest Incorporated ("GTE" and together with ACSI, the "Parties") agree to extend certain interconnection arrangements to one another within each LATA in Kentucky in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties.

### 1. RECITALS AND PRINCIPLES

WHEREAS, GTE is an incumbent local exchange telecommunications company ("ILEC") authorized to provide telecommunications services in numerous states, including Texas; and

WHEREAS, ACSI is a competitive local exchange telecommunications company ("CLEC") which is authorized or plans to become authorized to provide local telecommunications services in numerous states, including Texas; and

WHEREAS, the interconnection and interoperability of the Parties' respective local networks is required to facilitate the introduction of local exchange service competition and fulfill the objectives of the Telecommunications Act of 1996 ("Telecommunications Act"); and

WHEREAS, universal connectivity and interoperability between competing telecommunications carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, the Parties intend that GTE should unbundle certain basic network elements and make them available for purchase by ACSI; and

WHEREAS, the Parties intend to implement the decision in the arbitration between them in Docket No. 1 6473 before the Kentucky Public Service Commission ("Commission"); and

WHEREAS, the Parties agree that this Agreement shall be filed with the Commission in compliance with Section 252 of the Telecommunications Act;

WHEREAS, GTE contends that it is entering into this Agreement under duress and only to mitigate its damages which would flow from the application of the effective AT&T Agreement or other effective contracts approved in this jurisdiction, to the extent they are available under Section 252 I of the Telecommunications Act of 1996. This Agreement is not a concession or waiver in any manner concerning GTE's position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper. Any action taken by a commission or court of competent jurisdiction shall be applied to this Agreement as set forth in Section XXI herein.



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

## II. SCOPE OF THE AGREEMENT

This Agreement will govern the interconnection and resale arrangements between the Parties to facilitate the interconnection of their facilities and the correction of local and interexchange traffic in the state of Kentucky. This agreement will further govern the unbundling of GTE network elements in Kentucky. The Agreement will be filed for approval with the Commission.

## III. DEFINITIONS

The definitions contained in Attachment B are intended to define and govern how the terms included therein are used in this Agreement. However, except as provided herein, the inclusion or exclusion of any particular definition is not intended by either Party to limit, or to define technical interface, reliability, performance or throughput parameters for the network elements that both Parties expect to interconnect and interoperate. The minimum performance, reliability, throughput and operational characteristic of elements identified herein, as well as physical and logical interface standards utilized, unless otherwise specifically provided herein, are according to generally accepted industry standards as defined by the ITU (ISO/CCITT), ANSI, or the Network Management Forum, whichever is more specific. Where standards are not yet fully defined, the Parties agree to take reasonable steps to insure that interface designs are modularized and retrofitable to any pending standard at the least cost to the interconnecting Parties.

## IV. ACCESS TO UNBUNDLED NETWORK ELEMENTS

request, GTE shall unbundle network elements as provided hereafter. ACSI shall be entitled to and GTE shall provide, access to such unbundled network element(s). GTE shall unbundle such network elements where technically feasible, and separately price and offer those elements such that ACSI will be able to lease and interconnect to whichever of these unbundled network elements ACSI requires, and combine the GTE-provided network elements with any facilities and services that ACSI may itself provide or obtain from other telecommunications carriers, in order to offer telecommunications services to other telecommunications carriers and end users. Such network elements shall be offered as provided hereafter.

### A. General Requirements

- A. I The initial set of network elements and attendant services to be made available by GTE hereunder is included as Attachments C-2 through C-12 hereto. It is especially acknowledged, without limitation, that the list of



network elements may be expanded by either Party In accordance with subsection IV,1 hereof.

A.2 Without limitation, GTE agrees to provide ACSI access to all network elements identified in Attachments C-2 through C- 12 hereto. Wherever technically feasible, interconnection shall be offered at the line and/or trunk side of each discrete network element. It is agreed that interconnection will be made available by GTE to ACSI at any technically feasible point. GTE must implement physical and logical interconnection points consistent with generally accepted industry standards.

A.3 Initial pricing of network elements is included in Attachments C-2 through C12 hereto, provided that the initial pricing may be revised by mutual agreement.

A.4 It is agreed that ACSI may combine network elements purchased hereunder to provide any local, toll, access or other telecommunications service.

B. Interconnection with Network Elements

B.1 Interconnection shall be achieved via collocation arrangements ACSI shall maintain at designated GTE wire centers.

B.2 ACSI may lease and interconnect to whichever of the unbundled network elements set forth in Attachments C-2 through C-12 that ACSI chooses, and ACSI may combine these unbundled elements with any facilities or services that ACSI may itself provide, pursuant to the following terms:

- (1) Interconnection to ACSI's network shall be achieved via expanded interconnection/collocation arrangements ACSI shall maintain pursuant to Attachment C- 1 hereto; and
- (2) Each loop or port element shall be delivered to the ACSI collocation arrangement over a loop/port connector applicable to the unbundled services through other tariffed or contracted options.

B.3 GTE will permit ACSI to Collocate Digital Loop Carrier Systems ("DLC") and other concentration equipment systems in conjunction with collocation arrangements ACSI maintains at a GTE wire center, for the purpose of interconnecting to unbundled loop elements. ACSI will have the option of purchasing GTE unbundled transport (at any transmission level) between placed equipment and the ACSI network.

B.4 ACSI shall access GTE's unbundled loops via collocation at the GTE wire center where those elements exist. Each loop or port shall be delivered to ACSI's collocation by means of a cross connection.

B.5 GTE shall provide ACSI access to its unbundled loops at each of GTE's Wire Centers. In addition, if ACSI requests one or more loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a loop concentrator, GTE shall, where available, move the requested loop(s) to a spare, existing physical loop. If, however, no spare physical loop is available, GTE shall within forty-eight (48) hours of ACSI's request notify ACSI of the lack of available facilities. ACSI may then, at its discretion, make a network element request for GTE to provide the unbundled loop through the demultiplexing of the integrated digitized loop(s).

B.6 Where GTE utilizes DLC technology to provision the loop element of an unbundled exchange service to an end user customer who subsequently determines to assign the loop element to ACSI and receive Exchange Service from ACSI via such loop, GTE shall deliver such loop to ACSI on an unintegrated basis, pursuant to ACSI's chosen hand-off architecture, without a degradation of end user service or feature availability.

B.7 Except as otherwise specified herein, all dedicated transport-based features, functions, service attributes, grades-of-service, install, maintenance, and repair intervals which apply to GTE's bundled local exchange service shall apply to unbundled loops.

B.8 Except as otherwise specified herein, all switch-based features, functions, service attributes, grades-of-service, and install, maintenance, and repair intervals which apply to GTE's bundled local exchange service shall apply to unbundled ports.

B.9 GTE will permit any customer to convert its bundled local service to an unbundled element or service and assign such unbundled element or service to ACSI, with no penalties, rollover, termination or conversion charges to ACSI or the customer, except as specifically provided 'in Attachments C-2 through C-12 hereto or pursuant to the terms of a specific customer service agreement or applicable end user tariff (unless superseded by government action).

B.10 GTE will permit ACSI to collocate remote switching modules and associated equipment in conjunction with collocation arrangements ACSI maintains at a GTE wire center, provided the equipment is used for the purpose of interconnection or access to unbundled network elements.

B. 11 When available to any other telecommunications carrier or other customer, GTE shall provide ACSI with an appropriate on-line electronic file transfer

arrangement by which ACSI may place, verify, and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements. In the interim, batch file arrangements specified in GTE's current GTE Customer Guide for CLEC Establishment of Local Services, Resale and Unbundling (the "GTE CLEC Guide") shall apply. GTE shall provide ACSI with the ability to order any defined network element using Ordering and Billing Forum ("OBF) guidelines or other mutually agreed upon ordering/provisioning codes.

- B. 12 It is expressly agreed that interconnection will be afforded equally regardless of the transmission medium selected by the interconnector, i.e., digital or analog loops, conditioned circuits, ISDN, SONET, wherever present in GTE's network, so that networks and applications can evolve unencumbered by the available degree of interconnectivity.
- B. 13 Wherever technically feasible, it is expressly agreed and understood that GTE will provide interconnection on the line side and/or trunk side of each unbundled Network Element Where interconnection is ordered to the line side of a Network Element, interconnection shall be on a hard-ware (not software driven) basis.
- B. 14 The Parties shall attempt in good faith to mutually devise and implement a means to extend the unbundled loop sufficient to enable ACSI to use a collocation arrangement at one GTE location (e.g., tandem switch) to obtain access to the unbundled loop(s) at another such GTE location over GTE facilities. Tariffed access charges may apply.
- B. 15. GTE shall develop a process to identify the carrier for each unbundled loop and establish automated intercompany referral and/or call hand-off processes. In addition, GTE will not in any way hinder ACSI from deploying modem DLC equipment (non-switching type) (TR08/TR303) throughout the unbundled loop/transport network.

C. Order Processing

- C.1 ACSI shall place orders for unbundled loops (and other network elements) through completion and submission of the Service Order form specified in the current version of the GTE CLEC Guide. The installation time intervals which shall apply thereto are as expressed in subsection IV.D hereafter.
- C. 2 Order processing for unbundled loops shall be mechanized, in a form substantially similar to that currently used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems database for determining service availability on loops (e.g.,

ISCON), confirmation of order acceptance and ongoing order status. If made available by GTE to any other telecommunications carrier, automated interfaces shall be provided in a centralized operations support systems database for installation scheduling, confirmation of circuit assignments and completion confirmation. Automated systems shall be made available to ACSI when made available by GTE to any other telecommunications carrier.

- C.3 Particular combinations of elements, hereafter referred to as combinations, identified and described by ACSI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.
- C.4 Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.
- C.5 When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).
- C.6 GTE will provide ACSI with direct access to its AIN whenever such access is made available to any other telecommunications carrier.
- C.7 ACSI and GTE will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.
- C.8 GTE shall provide ACSI with "real time" ability to schedule installation appointments with the customer on-line and access to GTE's schedule availability. Electronic bonding to GTE OSS databases will be made available whenever it is provided to any other telecommunications provider. The agreed objective is to provision service by the Customer Desired Due Date ("CDDD"). In any event, such provisioning intervals will be at least as favorable as that provided by GTE to itself, its affiliates or any other GTE customer.
- C.9 When available to any other telecommunications carrier or other customer, GTE shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office ("LSO") (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options



that were provisioned. This applies to all types of service orders and all network elements.

- C. 10 The Parties will negotiate in good faith to establish expedite and escalation procedures for ordering and provisioning, including establishment of a process for ACSI to request the expedite an order on a customer's behalf.

D. Conversion of Exchange Service to Network Elements

- D. 1 Installation intervals must be established to ensure that service can be established via unbundled loops in an equivalent timeframe as GTE provides services to its own customers, as measured from the date upon which GTE receives the order to the date of customer delivery.
- D.2 On each unbundled network element order in a wire center, ACSI and GTE will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a specific window of time within which both the ACSI and GTE personnel will make telephone contact to complete the cutover. GTE agrees that the provisioning intervals and procedures afforded to ACSI will be at parity with those available to GTE end users and other local interconnectors.
- D.3 Within the appointed cutover time, the ACSI contact will call the GTE contact designated to perform cross-connection work and when the GTE contact is reached in that interval, such work will be promptly performed.
- D.4 If the ACSI contact fails to call or is not ready within the appointed interval and if ACSI has not called to reschedule the work at least two (2) hours prior to the start of the interval, GTE and ACSI will reschedule the work order, and procedures afforded to ACSI will be at parity with those available to GTE end users and other carriers.
- D.5 If the GTE contact is not available or not ready at any time during the agree upon cutover time, ACSI and GTE will reschedule and GTE will waive the non-recurring charge for the unbundled elements scheduled for that interval.
- D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ACSI collocation arrangement will be at parity with the time used by GTE and GTE end users and other carriers.
- D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such

circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ACSI.

- D.8 If ACSI has ordered Service Provider Number Portability ("SPNP") as part of an unbundled loop installation, GTE will coordinate implementation of SPNP with the loop installation.
- D.9 The conversion/installation time intervals which shall apply to unbundled loops and other network elements shall be as expressed herein.

E. Service Quality

- E. 1 At a minimum, the service quality of leased network elements should match that of GTE's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, GTE will provide maintenance services on network elements purchased by ACSI which are timely, consistent and at parity with that provided when such elements are used for its own purposes.
- E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which GTE installs its own bundled local exchange services.
- E.3 Installation and service intervals shall be the same as when GTE provisions such network elements for use by itself, its affiliates or its own retail customers.
- E.4 In facility and power outage situations, GTE agrees to provide network elements leased by ACSI the same priority for maintenance and restoration as similar elements used by GTE for itself or its affiliates.
- E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that GTE affords to itself, other LECs or other telecommunications carriers. This must, at a minimum, include parity in:
- Port features
  - Treatment during overflow/congestion conditions
  - Equipment/interface protection
  - \* Power redundancy
  - Sufficient spare facilities to ensure provisioning, repair, performance and availability
  - Mediation functions
  - Standard interfaces
  - Switch traffic parameters

- integrated test functionality
- Performance monitoring and alarm data

GTE will provide ACSI with real-time access to GTE's network support functions.

F. Network Information Exchange

- F.1 GTE shall provide ACSI with information sufficient to determine an end user's existing service and feature configurations.
- F.2 GTE agrees to provide ACSI with all necessary engineering information regarding all unbundled network elements and combinations thereof, including information normally provided on records such as the detailed design layout records ("DLR") for unbundled loops and circuits.
- F.3 GTE shall provide information to ACSI on a continuing basis required to keep ACSI apprised of engineering changes associated with GTE's network elements and its deployment of new technologies.
- F.4 GTE shall provide ACSI with a detailed description of the criteria and procedures used for handling facility and power outages.
- F.5 Where permitted by law, GTE will make available to ACSI electronic (magnetic tape and/or diskette) and hard copies of its Master Street Address Guide ("MSAG"), and any regular updates thereof.
- F.6 GTE will provide ACSI with access to a listing and description of all services and features available down to street address detail, including: Type of Class 5 switch by CLLI, line feature availability by LSO, and service availability by LSO, as well as the data elements required by GTE to provision all such services and features.

G. Maintenance and Trouble Resolution

- G. 1 GTE shall provide automated interfaces to ACSI for field dispatch scheduling, status of repairs and confirmation of repair completion. The mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by GTE for its retail customers.
- G.2 Service centers shall be established by both Parties to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces (such as the carrier gateway) shall be provided into a

centralized customer support systems databases for access to services and features purchased by ACSI from GTE.

G.3 GTE is working to establish a real time automated industry standard electronic interface ("EBI") to perform the following functions:

- Trouble Entry
- Obtain Trouble Report Status
- Obtain Estimated Time To Repair ("ETTR") and ILEC Ticket Number
- Trouble Escalation
- Network Surveillance - Performance Monitoring (ie., proactive notification of "auto detects" on network outages)
- Fraud Control Functions (including but not limited to bill number screening)

As soon as the EBI is available to GTE itself or is made available by GTE to another telecommunications carrier, GTE will make the EBI available to ACSI.

G.4 The Parties agree to adopt a process for the efficient management of misdirected service calls.

G.5 GTE will establish and staff a Maintenance Center to act as ACSI's single point of contact for all maintenance functions which will operate on a 24 hour a day, 7 days a week basis.

G.6 All trouble shooting will be performed by GTE and GTE will be responsible for the reported trouble until turned back to ACSI.

G.7 The Parties agree to establish an escalation process for resolving maintenance troubles.

G.8 GTE will not perform routine testing of the unbundled loop for maintenance purposes. ACSI will provision a loop testing device either in its central office, Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance in the event trouble is identified by ACSI.

G.9 GTE shall provide progress status reports sufficient to enable ACSI to provide end user customers with detailed information and an estimated time to repair ("ETTR").

G.10 GTE will close all trouble reports with ACSI. ACSI will close all trouble reports with the end user.

- G. 11 GTE will not undertake any work at an end user's request for which ACSI would be charged without obtaining the prior approval of ACSI. This includes authorizations by ACSI if a dispatch is required to the customer premises as well as verification of actual work completed.
- G. 12 All Auto/Subscriber Line Tests ("ALIT/SLIT") tests performed on ACSI customers that result in a failure will be reported to ACSI.
- G. 13 ACSI will coordinate dispatches to the customer premise. This includes redispaches for customer access not available.
- G. 14 GTE will ensure that all applicable alarm systems that support ACSI customers are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified. GTE will respond to ACSI customer alarms consistent with how and when they respond to alarms for their own customers.
- G.15 Nondiscriminatory emergency restoration and disaster recovery plans will be developed consistent with TSR essential line procedures. The plans should outline methods for the restoration of each central office in the local network provider territory as well as contain site specific restoration alternatives which can be implemented based on the magnitude of the disaster. Each plan should incorporate at a minimum the following elements:
  - a. A GTE single point of contact which shall be:
    - Responsible for notification of the ACSI work center
    - Responsible for the initiation of GTE's restoration plan
    - Responsible for status and problem resolution during the entire restoration process
  - b. A restoration equipment dispatch plan which will establish a:
    - Documented procedure on how equipment will be dispatched to the restoration site
    - Estimated maximum time for the restoration equipment to arrive on site
  - c. Prior notification, with the option to influence the decision of any scheduled maintenance activity performed by the local supplier that may be service affecting to ACSI local customers (ie., cable throws, power tests, etc.).

#### H. Billing for Network Elements

- H. I GTE will bill all unbundled elements and associated services purchased by ACSI (either directly or by previous assignment by a customer) on no more than ten (10) consolidated statements per Point of Interconnection ("POI")

with sufficient billing detail to enable ACSI to reasonably audit such charges.

- H.2 Invoices must be presented monthly in a Carrier Access Billing Systems ("CABS") and/or Customer Billing Support System ("CBSS") format in order to facilitate standard industry auditing practices. ACSI and GTE will agree on the flow and format of CARE records for correct provisioning and billing to IXCs.

I. Addition of Network Elements: Bona Fide Request Process

I.1 Intent

The Bona Fide Request process is intended to be used when ACSI requests that GTE allow purchase and interconnection of Network Elements not identified in Attachments C-2 through C- 1 2 or when ACSI requests customized service orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.

I.2 Process.

- 1.2.1 A Bona Fide Request shall be submitted in writing by ACSI and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.
- 1.2.2 ACSI may cancel a Bona Fide Request in writing at any time prior to ACSI and GTE agreeing to price and availability. GTE will then cease analysis of the request.
- 1.2.3 Within two (2) Business Days of its receipt, GTE shall acknowledge in writing the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.2.4 Except under extraordinary circumstances, within ten (10) Business Days of its receipt of a Bona Fide Request, GTE shall provide a proposed price and availability date, or it will provide a detailed explanation as to why GTE is not able to meet ACSI's request. If extraordinary circumstances prevail, GTE will inform ACSI as soon as it realizes that it cannot meet the ten (10) Business Day response due date. ACSI and GTE will then determine a mutually agreeable date for receipt of the request.

- 1.2.5 GTE may not refuse a Bona Fide Request if the availability of the Network Element or service is required by law.
- 1.2.6 Unless ACSI agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a Bona Fide Request will be made upon delivery, unless otherwise agreed to by ACSI, in accordance with the applicable provisions of the Agreement.
- 1.2.7 Upon affirmative response from GTE, ACSI will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, the Dispute resolution procedures describe above in this Agreement may be used by a Party to reach a resolution.
- 1.2.8 If GTE responds that it cannot or will not offer the requested item in the Bona Fide Request and ACSI deems GTE's position to be inconsistent with the Act FCC or Commission regulators and/or the requirements of this Agreement, the dispute resolution procedures described in this Agreement may be used by either Party to reach a resolution.

V. LOCAL TRAFFIC INTERCONNECTION ARRANGEMENTS

A. Types of Local Traffic to Be Exchanged

The Parties agree to provide the necessary facilities and equipment to allow for the exchange of the following types of traffic between GTE and ACSI:

- A. 1 Local Exchange: Local traffic to be terminated on each Partys local network so that customers of either Party have the ability to reach customers of the other Party without the use of access codes.
- A.2 Exchange Access: The offering of access to telephone exchange services or facilities-based origination and termination of intraLATA or interLATA toll services.
- A.3 IXC Transit: GTE shall provide intermediary network access service between ACSI and any IXC for the purpose of completing interLATA or intraLATA toll traffic.
- A.4 Other Transit Functions: The Parties shall provide intermediary tandem switching and transport services for the other Party's connection of its end

user to a local end user of other CLECs, other ILECs, and wireless telecommunications providers, which are connected to such Party's network.

- A.5 Other Services: GTE shall provide connection and call routing for 911, directory assistance, and operator assistance services.

B. Designated Points of Interconnection

The Parties shall designate Points of Interconnection ("POIs") on each other's networks. ACSI shall at a minimum designate a POI at each GTE access tandem serving the local calling area of the exchanges being served by ACSI. ACSI may designate additional POIs within a GTE local calling area and GTE will not unreasonably refuse to interconnect at each such designated POI. GTE may designate a POI at one or more of ACSI's local switching centers within each LATA in which ACSI is providing local service. If no ACSI local switching center is located within such LATA, the Parties will arrange a POI at a mutually agreed point within such LATA. ACSI will not unreasonably refuse to interconnect at a POI designated by GTE.

- B.1 Interconnection will be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.

- B.2 Reciprocal connectivity shall be established at each and every GTE access tandem within the local calling area ACSI desires to serve for interconnection to those end offices that subtend the access tandem. At its discretion, ACSI may elect to interconnect directly at any GTE end offices for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NW7-00499. Signaling System 7 ("SS7") connectivity is required at each interconnection point where available. GTE will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the GTE Guidelines to Technical Publication, TR-T.V.-000905. The Parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision, and shall hand off calling party number ID where technically feasible.

- B.3 In accordance with Section V.C hereafter, collocation arrangements will be established which are suitable for use in ACSI/GTE local interconnection and ACSI access to unbundled GTE network components. Allowable collocation equipment includes transmission and concentrating equipment, including but not limited to Digital Loop Carriers and Remote Switching Modules, necessary for and used for access and interconnection to network elements.



- B.4 The Parties agree to install efficient and sufficient facilities to carry traffic (1) to route calls originating on network and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such. Notwithstanding the foregoing, each Party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.
- B.5 Each Party shall be responsible for routing calls to the POI for termination via the other's facilities. Each Party shall bear its own costs related to installation at the POI. ACSI may establish POIs on the GTE network via a negotiated expanded interconnection arrangement or via leased transport between the ACSI network and the GTE access tandem. GTE may establish POIs on the ACSI network via an expanded interconnection arrangement at the ACSI local switching center or via leased transport between an ACSI expanded interconnect arrangement and an ACSI local switching center.
- B.6 Either Party may use the POI for the interconnection of other types of services, such as toll services, subject to the applicable rates for such interconnection.
- B.7 GTE may not impose any restrictions on traffic types delivered to or from the POI(s). Notwithstanding the foregoing, the Parties hereto agree that no interexchange access services traffic will be exchanged as local traffic hereunder.
- B.8 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users. Calls should be terminated using the same network, ensuring the same quality of service, as the carrier provides its own customers.
- B.9 There will no rearrangement reconfiguration, disconnect, or other non-recurring fees associated with the initial re-configuration of each carrier's existing traffic exchange arrangements upon execution of this agreement
- B.10 GTE will absorb any applicable nonrecurring charges incurred by ACSI as a result of network redesigns/reconfiguration initiated by GTE to its own network.

C. Facilities for Local Interconnection

- C.1 The Parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons, because of space limitations or at the option of the Party requesting interconnection; (2) physical collocation; and (3) interconnection via purchase of facilities from either Party by the other Party. Rates and charges for

collocation are set forth in Attachment C-1 hereto and applicable provisions of GTE's access service tariffs.

C.2 Each Party hereto at its election shall have the sole right and discretion to specify any one of the following methods for interconnection at the POI:

- a. a meet in a manhole or other appropriate junction point inside, near to, or just outside the wire center designated as the POI, in which case the Party requesting interconnection shall additionally have the sole right and discretion to effect such meet by leasing from a third party fiber facilities into the POI meet junction point (*i.e.*, virtual collocation);
- b. a collocation facility which it maintains at the other Party's POI wire center (*i.e.*, physical collocation);
- c. a collocation facility maintained at the POI wire center by a third party with whom the Party requesting interconnection has contracted for such purpose; or
- d. a digital transport facility(ies) leased from the other Party hereto under the most favorable contract or tariff terms offered, where such facility(ies) extends to the POI from some second point designated by the Party requesting interconnection.

The Party requesting interconnection may, upon 60 days'advance written notice to the other Party, change from one of the interconnection methods specified above to another of the networks specified above. A mutually acceptable certified vendor for the installation of physical. collocation equipment can be employed by the Party making the change to implement such changes, in which case no conversion or rollover charges will be assessed by the other Party.

C.3 Existing ACSI special access collocation arrangements with GTE shall be available for use by ACSI in the provision of switched services hereunder at no additional charge to ACSI.

C.4 ACSI may at its option replace current virtual collocation arrangements at any location with physical collocation arrangements. The Parties agree that no termination penalties or liabilities will apply to the termination of existing virtual collocation arrangements. A certified vendor for the installation of physical collocation equipment can be employed by the Party making the change to implement such a replacement in which case no conversion, installation or non-recurring charges will be assessed by the other Party.

D. Trunking and Signaling

- D.1 ACSI and GTE will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization, POI trunks, MPB arrangements, E-91 1, EISCC facility requirements, quantities of DNCF, loops and other services provided under this Agreement.
- D.2 The Party receiving traffic for termination can elect to receive the traffic in one of two ways: (a) over separate trunks for local and non-local; or (b) on combined trunks provided that separate trunk groups shall be utilized where the delivering Party is unable to furnish an auditable percent local usage ("PLU") factor to the Party receiving the traffic on a quarterly basis. The Party receiving traffic for termination may elect to receive interexchange access traffic over a separate trunk.
- D.3 Trunking shall be available to any switching center designated by either carrier: including end offices, access tandems, 91 1 routing switches, directory assistance/operator services switches, or any other feasible point in the network. The Parties shall have the option for either one-way or two-way trunking. Directionality in this case refers to the traffic flowing between two networks, not to the logical or physical configuration of the trunk. All trunks should be configured two-way for testing purposes only.
- D.4 Trunking can be established to tandems or end offices or a combination as mutually agreed. Normally, trunking will be at the DS-1 level. On a trunk group specific basis, the Parties may agree to establish trunking at higher (e.g., DS-3) levels. Initial trunking will be established between the ACSI local switching centers and the GTE access tandems. The Parties will utilize direct end office trunking under the following conditions:
- a. GTE tandem exhaust - If a GTE access tandem to which ACSI is interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between ACSI and GTE subscribers.
  - b. Traffic volumes - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an ACSI local switching center and a GTE end office where traffic between such points exceeds or is forecast to exceed 250,000 minutes of local traffic per month. The Parties will install additional capacity between such points when overflow traffic

between the ACSI switching center and GTE access -tandem exceeds or is forecast to exceed 250,000 minutes of local traffic per month.

- c. Mutual agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (a) or (b) above and agreement will not unreasonably be withheld.
- D.5 The Parties will provide Common Channel Signaling ("CCS") to one another, where and as available, at no charge, in conjunction with all POI trunk groups. The Parties will cooperate in the exchange of Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including calling party number ("CPN"), originating line information ("OLI") calling party category, charge number, *etc.* All privacy indicators will be honored. Where available, network signaling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency ("MF") wink start E&M channel associated signaling will be provided. Such MF arrangements will require a separate Wink group between ACSI's switch and one specified GTE switch.
- D.6 ACSI shall establish CCS interconnection with GTE signal transfer points ("STPs") in each LATA, either directly or via an intermediary STP provider.
- D.7 ACSI may opt at any time to terminate to GTE some or all local exchange traffic and intraLATA toll traffic originating on its network, together with switched access traffic, via Feature Group A, B, C or D Switched Access services which ACSI may otherwise purchase from GTE, subject to the rates, terms and conditions specified in GTE's applicable switched access tariffs. At no time shall ACSI be required to route outbound traffic via facilities for which a full retail or end user toll charge would be assessed when parallel FG-A, FG-B, FG-C, or FG-D routing, or routing via a different carrier exists which is capable of carrying and completing said traffic at more favorable rates.
- D.8 The Parties will cooperate to jointly plan for the deployment of intercompany 64 Kbps per second clear channel capability.

- D.9 Service arrangements hereunder shall be engineered to an objective, consistent POI or better grade of service at the peak busy hour.
- D.10 The Parties shall periodically exchange technical descriptions and trunk/traffic forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
- D.11 GTE will provide interconnection to and from intelligent network, signaling, monitoring, surveillance and fraud control points at all points where such interconnection is made available to any other telecommunications carrier.
- D. 12 GTE shall provide and implement all mandatory industry standard SS7 parameters as well as procedures that are defined in the applicable Bellcore standards, even if today's services do not specifically require these features. These functions shall include:
- a. All functions of the ISUP, TCAP, SCCP, and MTP as specified in relevant Bellcore specifications.
  - b. All functions of the OMAP, including MTP Routing Verification Test ("MRVT") and SCCP Routing Verification Test ("SRVT").
- D. 13 GTE shall provide a signaling link which consists of a 56 kbps transmission path or other rates as defined by ANSI standards between ACSI designated Signaling Points of Interconnection ("SPOIs"), satisfying an appropriate requirement for physical diversity.
- D. 14 The Parties shall meet or exceed SS7 performance objectives as described in Bellcore TR-905 section 7, and MTP and SCCP performance as specified by ANSI.
- D.15 Either Party shall have the option for Multi-Frequency ("MF") signaling, but only when either Party does not have the technical capability to provide SS7 facilities.
- D. 16 Other Signaling Requirements:
- a. CIP shall be provided (CIC within the SS7 call set-up signaling protocol) at tariffed charges.
  - b. All mandatory SS7 signaling parameters must be provided including Calling Party Number ("CPN"). All privacy indicators must be honored.

- c. The Parties agree to provide Signaling System 7 ("SS7") to one another where available.

E. Network Management

- E. 1 The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, the exchange of appropriate information concerning network changes that affect services to the other Party, maintenance contact numbers and escalation procedures.
- E.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- E.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- E.4 The Parties will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.
- E.5 The Parties will jointly develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that traffic exchanged over the POI trunk groups experiences a consistent P.01 or better grade of service peak busy hour, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually agreed upon standards for the configuration of segregated POI trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. Neither Party shall be expected to maintain active status for a trunk, disconnected by the other Party for an extended or indefinite period of time. The Parties will use their best collective good faith efforts to complete and agree on a Joint Interconnection Grooming Plan within 90 days following execution of this agreement.
- E.6 The Parties will establish and adhere to industry standard intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in time frames and according to standards that meet or exceed those that GTE provides to itself for its own network and end users. The agreed objective is to provision service by the Customer Desired Due Date ("CDDD"). In any event, the intervals will be at least as favorable as that provided by GTE to itself, its affiliates or any other GTE customer.

- E.7 When available to any other CLEC, GTE will provide ACSI with access to the GTE maintenance and trouble report systems 'including the following systems and/or functionality:
- Trouble reporting/dispatch capability - access must be real time
  - Repair status./confirmation; maintenance/trouble report systems
  - Planned/unplanned outage reports (where available to any other telecommunications carrier)
- E.8 Each Party has the duty to alert the other to any network events that can result or has resulted in service interruption, blocked calls, or changes in network performance, on a real time basis.
- E.9 The Parties will adopt any multi-ILEC trouble management procedures and escalation processes developed by the NOF.
- E.10 The Parties will work cooperatively to plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- E.11 The Parties will provide each other with a trouble reporting number that is readily accessible and available 24 hours a day, 7 days a week. In addition, the Parties will provide each other test-line numbers and access to test lines.
- E. 12 The quality of interconnection services should be no less than that provided by GTE for its own services.
- E.13 Installation and restoration of interconnection circuits by GTE for ACSI will be given equal priority as is given by GTE to similar services performed by GTE for itself or for any other telecommunications carrier.
- E. 14 The time interval for installation of POIs by GTE will be negotiated on an ICB basis, subject to an agreement that installation of such POI's will be completed within a target of sixty (60) calendar days.
- E.15 Completion confirmation shall be provided to ensure that all necessary translation work is completed on newly installed facilities.
- E.16 The Parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

- E.17 GTE will provide and update an electronic copy of their Switch Network ID Database with a complete list of features and functions by switch, e.g. NPA/NXXs and rate centers.

F. Local Number Assignment

ACSI will assign telephone numbers to its customers using at least one NXX per GTE tariffed local exchange metropolitan area; provided, that sufficient quantities of numbering resources are made available to ACSI.

G. Cross-Connection to Other Collocators

- G.1 Where ACSI collocates its equipment in a wire center of GTE, GTE shall allow ACSI to directly interconnect its equipment to the collocated equipment of any other entity maintained at that same wire center ("Co-Carrier Cross Connect"), provided that the collocated equipment of both ACSI and the other telecommunications Carrier is used for interconnection with GTE or for access to GTE's unbundled network elements. The Party operating the wire center shall enable such Co-Carrier Cross Connect by effecting a cross-connection directly between those collocation Facilities, as jointly directed by the Party collocated at the wire center and the other collocated entity.
- G.2 In a GTE wire center, GTE will provide such Co-Carrier Cross-Connect upon ACSIs request and ACSI will compensate GTE therefore on a time basis equal to GTE's standard appropriate central office technician labor rate plus the common cost allocator decided in the Commission's Docket No. 16473. ACSI will provide the materials required for such Co-Carrier Cross Connect. The Parties will work together to address any security concerns associated with the placement of a Co-Carrier Cross-Connect cable.

VI. LOCAL TRAFFIC EXCHANGE

A. Exchange of Traffic

The Parties agree for the purpose of this Agreement that local interconnection is defined as the delivery of traffic within a GTE-defined local calling area. Local interconnection permits customers of either Party to reach customers of the other Party, without the use of any access code or delay in the processing of the call. The Parties further agree that mandatory Extended Area Service ("EAS") traffic between GTE exchanges shall be considered local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section.



The terms of this Article shall also apply to local and toll traffic exchanged indirectly between ACSI and GTE in areas where ACSI has interconnection arrangements with another ILEC, and GTE has EAS arrangements with such ILEC or GTE end offices subtend the other ILEC's local tandem switches.

B. Compensation

With the exception of the local traffic specifically identified in subsection (C) hereafter, each Party agrees to terminate local traffic originated and routed to it by the other Party. The Parties agree that GTE will track the usage for both companies for the period of the Agreement. GTE will provide copies of such usage reports to ACSI on a monthly basis. The Parties agree that there will be no cash compensation exchanged by the parties through January 17, 1998 unless the difference in minutes of use terminating local traffic reflects a ten (10) percent or greater difference (i.e., greater than 60/40 split) in the traffic carried by one Party with respect to the traffic carried by the other and the compensation owed for the excess traffic would exceed \$6,000 in a given month. In such circumstance, the Party carrying the greater traffic volume of traffic will be compensated by the other Party according to the rate schedule included in Attachment H hereto.

C. Transit Traffic

If either Party provides intermediary tandem switching and transport services for the other Party's connection of its end user to a local end user of (1) a CLEC other than ACSI; (2) an ILEC other than GTE; or (3) another telecommunications company such as a wireless telecommunications service provider, the Party performing the intermediary function will bill a \$0.002 per minute charge.

VII. MEET-POINT BILLING ARRANGEMENTS

Both Parties hereto provide interexchange access transport services to IXCs and other access service customers. Pursuant to the terms of this Agreement, ACSI will interconnect at selected GTE switches of its choosing for the purposes of providing certain Switched Access Services. On such occasions, a portion of the access transport service will be provided by each of the Parties hereto. This section establishes arrangements intended to enable each of the Parties hereto to serve and bill their mutual Switched Access Service customers, on an accurate and timely basis. The arrangements discussed in this section apply to the provision of both interLATA and intraLATA Switched Access Services. It is understood and agreed that ACSI is not obligated to provide any of its Switched Access Service(s) through any specific access tandem switch or access tandem provider, and may at its sole discretion, with due notice to those affected, modify its serving arrangements on its

own initiative. However, GTE will not provide access between a GTE tandem switch and a tandem switch of a third party telecommunications carrier.

A. Applicability of OBF Guidelines

Meet-point Billing ("MPB") arrangements shall be established between the Parties to enable ACSI to provide, at its option, Switched Access Services to third Parties via specified LEC switches, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. These arrangements are intended to be used to provide Switched Access Service that originates and/or terminates on an ACSI-provided Exchange Service, where the transport component of the Switched Access Service is routed through specified GTE switches.

B. Meet-Point Interconnection

- B.1 The Parties shall establish MPB arrangements in each LATA or locality where switched services are provided by ACSI, between the correspondingly identified Rating Point/Switch pairs. GTE shall provide homing/subtending access tandem arrangements through the same (or a closely proximate) switching entity used for access services to GTE's end users. This does not foreclose the possibility that other mutually agreeable arrangements may be utilized by mutual agreement of the Parties where appropriate.
- B.2 At ACSI's discretion, interconnection for the MPB arrangement shall be established at the POI as described hereafter, at a collocation facility maintained by ACSI or an affiliate of ACSI at specified GTE switches, or at any point mutually agreed to by the Parties, consistent with the terms and conditions herein.
- B.3 Two-way meet point trunks which are separate from the local interconnection trunk groups will be established to enable ACSI and GTE to provide Exchange Access Services to IXC's via a GTE Central Office. No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.
- B.4 Common Channel Signaling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is technically compatible with and economically reasonable to provide through the GTE switch, except that MF signaling shall be used on a separate trunk group for originating FGD access to Exchange Access Customers that uses the MP FGD signaling protocol. The Parties may establish CCIS interconnection either directly or through a third party.

- B.5 ACSI may establish CCS interconnections either directly or through a third party. The Parties will exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own end users. The Parties will provide all CCIS signaling, Billing Number, originating line information ("OLI") and any other such similar service. For terminating FGD, GTE will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information, such as Transit Network Selection ("TNS") parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) will be provided whenever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.
- B.6 All originating Toll Free Service calls for which GTE performs the Service. Switching Point ("SSP") function (e.g., performs the database query) shall be delivered by ACSI using GR-394 format over a trunk group designated for Toll Free Service. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event ACSI becomes a toll free service provider, GTE shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.
- B.7 All originating Toll Free Service calls for which ACSI performs the SSP function, if delivered to GTE, shall be delivered by ACSI using GR-394 format over the meet point trunk group for calls destined to IXC's, or shall be delivered by ACSI using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend GTE access tandems.
- B.8 Originating Feature Group B calls shall be delivered to GTE's tandem using the interLATA trunk groups.

C. Tariffs

ACSI and GTE will use their best reasonable efforts, individually and collectively, to maintain provisions in their applicable access tariffs sufficient to reflect this MPB arrangement, including appropriate MPB percentages consistent with applicable industry standard practice and in accordance with Section VII.F hereafter.

D. Billing and Data Exchange

- D. 1 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement each Party shall only bill the rate elements identified for it in this Agreement. For transport elements subject to billing percentages, each

Party shall utilize the billing percentages discussed in Section III.C preceding and Section VII.F hereafter. The actual rate values for each element shall be the rates contained in that Party's own effective federal and state access tariffs. The Parties shall utilize complementary monthly billing periods for meet-point billing.

- D.2 GTE may charge the IXC for use of the entrance facility, the tandem switching and the mutually agreed portion of non-interconnection transport charges. GTE will not include an element for the Residual Interconnection Charge ("RIC") and ACSI will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.
- D.3 Each Party will provide to the other access records sufficient to enable billing to the IXCs. Records shall be provided in the Exchange Message Record format, Bellcore Standard BR 010-200-01 0, as amended.
- D.4 GTE shall provide ACSI, on a daily basis, switched access detail usage data (EMR Category 1101XX records) on magnetic tape or via electronic file transfer using EMR format, for calls from IXCs that have transmitted GTE's tandems and terminated to ACSI's switching center(s).
- D.5 ACSI shall provide GTE, on a monthly basis, switched access summary usage data (EMR Category 1150XX records) on magnetic tape or via electronic file transfer using EMR format, for calls to IXCs which originate at ACSI's switching center(s).
- D.6 The Parties will exchange test files to support the initial implementation of the meet point billing processes provided for in this Agreement.
- D.7 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- D.8 If access usage data is not processed and delivered by either Party and sent to the other in a timely manner and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.
- D. 9 Errors may be discovered by ACSI, the IXC or GTE. Both GTE and ACSI agree to provide the other Party with notification of any discovered errors within seven (7) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.

D.10 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section VII of this Agreement.

E. Toll Free IXC Traffic

MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible Party is an IXC. In those situations where the responsible Party for such traffic is a LEC, full switched access rates will apply.

F. MPB Billing Percentages

The MPB billing percentage for each ACSI Rating Point shall be calculated according to the following formulas:

In any service jointly provided by GTE and ACSI for which meet point billing arrangements are adopted, the meet point billing percentages shall be based on the relative distances (ie., airline mileage) between the meet point and the two rating points as follows:

$$\text{ACSI percentage} = \frac{a}{(a+b)} \qquad \text{GTE percentage} = \frac{b}{(a+b)}$$

where "a" is the airline mileage between the relevant ACSI rating point (e.g., serving switch) and the meet point and "b" is the airline mileage between the GTE rating point and the meet point. In any event, the meet point billing percentages applied shall be consistent with those contained in the NECA FCC No. 4 meet point tariff.

G. Special Arrangements

G.1 In a few instances, the involvement of yet a third provider of switched access may be needed for particular traffic. For purposes of customer billing, when three or more LECs are involved in the transmission of a particular message, each LEC will bill for the portion of the access service which it actually provides.

G.2 Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the Party providing interim number portability and that the Party billing the switched access will share the switched access revenue with the other Party. After permanent number portability is implemented, the Parties agree to renegotiate sharing of access charges to ported numbers in accordance with permanent number portability requirements. In lieu of actual measurements of minutes and exchange of billing records for this traffic the Parties agree to

compensate each other on the following basis: The Party providing the ported number will pay the other Party eighty-five (85) percent of the average monthly access revenue per line for each ported line. These compensation arrangements shall be effective until the earlier of (i) implementation of permanent number portability, or (ii) March 1, 1998.

- (a) The number of lines/talk paths per ported number that are subject to compensation will be determined at the time the end user customers local service is changed from one Party to the other. The number of lines per number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for compensation can only be increased by mutual consent of the parties.
- (b) The Parties agree that the compensation rate in paragraph G.2 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event occurs. At a minimum, the Parties agree to reevaluate the rate on an annual basis.
- © The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving Party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. Therefore, the Parties agree to renegotiate the terminating shared access compensation rate if reciprocal compensation for local calls is implemented.

- G. 3 If either Party provides intermediary functions for network access service connection between an IXC and another Party, each Party will provide their own network access services to the IXC on a meet-point basis. The meet-point billing arrangement will be through the multiple bill. Each Party will bill its own network access services rates to the IXC.

#### VIII. TOLL TRAFFIC INTERCONNECTION

The delivery of interexchange toll traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other Party's network, each Party will pay the other Party's tariffed terminating switched access rate, inclusive of the interconnection charge and the carrier common line rate elements of the switched access rate. The Parties agree that their tariffed terminating switched access rate shall be the rate in effect when the traffic is terminated.

#### IX. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact either Party's right to request and be assigned any North American Numbering Plan ("NANP") number resources including, but not limited to, central office NXX codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly 1CCF 93 -0729-010), or to independently, and in a technically compatible manner, establish and publish in any and all switched telecommunications industry routing and rating databases, by tariff or otherwise, Rate Centers Rating Points, destination switching entity/office and routing/tandem information corresponding to such NXX codes.
- B. The Parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).
- C. It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide ("LERG") and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes using that Party's preferred routing at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly defined in this Agreement.
- D. Each Party shall be responsible for notifying its customers of any changes in dialing arrangements due to NPA exhaustion. Neither Party shall be obligated to adopt the specific end user dialing plan of the other.

X. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

- A. GTE agrees to provide to ACSI, pursuant to 47 U.S.C. § 224, as amended by the Telecommunications Act, nondiscriminatory access to any pole, duct, conduit, and right-of-way owned or controlled by GTE. Subject to the terms and conditions set forth in Attachment G, the Parties agree to negotiate in good faith to establish rates, terms and conditions applicable to ACSI's access to poles, ducts, conduit and rights of-way owned and controlled by GTE, and modify, if necessary, any existing arrangements in a manner consistent with the requirements of the Telecommunications Act within 90 days of Commission approval of this Agreement.

XI. ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS

A. 800 Traffic

- A.1 GTE agrees to compensate ACSI, pursuant to ACSI's published originating switched access charges, including the database query charge, for the origination of 800 and 888 traffic (combined "800") terminated to GTE.
- A.2 ACSI will provide to GTE the appropriate records necessary for GTE to bill GTE's intraLATA 800 customers. The records provided by ACSI will be in a standard EMR format for a fee, paid by GTE to ACSI, of \$0.015 per record.
- A.3 If ACSI provides 800 services to its end users during the term of this Agreement, it agrees to compensate GTE, pursuant to GTE's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to ACSI. GTE agrees to provide ACSI the appropriate records for ACSI to bill its 800 customers. The records provided will be in a standard EMR format for a fee, paid by ACSI to GTE, of \$0.0015 per record.
- A.4 If during the term of this Agreement, GTE is permitted to provide interLATA 800 services, GTE will compensate ACSI for the origination of such traffic in accordance with the above.
- A.5 If ACSI utilizes GTE's 800 database for query purposes only, the rates and charges shall be as set forth in the applicable GTE Access Services Tariff, as said tariff is amended from time to time during the term of this Agreement.
- A.6 Should ACSI require 800 access ten digit screening service from GTE, it shall have signaling transfer points connecting directly to GTE's local or regional signaling transfer point for service control point database query information. ACSI shall utilize SS7 Signaling links, ports and usage from GTE's interstate access services tariff. 800 access ten digit screening service is an originating service that is provided via 800 switched access service trunk groups from GTE's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said services shall be as set forth in the applicable GTE access services tariff as said tariff is amended from time to time during the term of this Agreement.

B. 911/E-911

- B.1 The Parties agree to interconnect with each other to provide Basic 911 and E-911 emergency calling services consistent with the terms of this Section XI.B



## B.2 Descriptions of Service

ACSI will install a minimum of two dedicated trunks to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which ACSI provides Exchange Services, for the provision of 911 /E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DSO level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration shall use CAMA type signaling with multifrequency ("MF") tones that will deliver ANI with the voice portion of the call. GTE will provide ACSI with the appropriate CLLI codes and specifications of the tandem office serving area and the 10-digit POTS number of each PSAP.

## B.3 Transport

If ACSI desires to obtain transport from GTE to the GTE 911 selective routers, ACSI may purchase such transport from GTE at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.

## B.4 Cooperation and Level of Performance

The Parties will work together to facilitate the prompt, reliable and efficient interconnection of ACSI's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users.

- B.4. 1. GTE shall provide interconnection to a 911 selective routing switch to route calls from ACSI network to the correct Public Safety Answering Point ("PSAP").
- B.4.2. GTE shall identify any special default arrangements and routing arrangements to complete overflow.
- B.4.3. GTE shall specify any requirements for emergency backup numbers in case of massive trunk failures.
- B.4.4. GTE shall provide priority restoral of trunk or network outages on the same terms/conditions it provides itself (and without the imposition of TSP).
- B.4.5. The Parties agree to develop a mutual aid agreement to assist with disaster recovery.

- B.4.6. GTE shall implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data stored by new entrants is no less than its own data.
- B.4.7. GTE shall provide reasonable advance notification of any pending tandem moves, and scheduled maintenance outages which could affect the provision of 911 service.
- B.4.8. GTE shall establish a process for the management of NPA splits as well as NXX splits sufficient to ensure that the provision of 911 services to ACSI is not adversely affected.

#### B.5 Updates to MSAG

It shall be the responsibility of ACSI to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG").

#### B.6 Updates to Database

GTE and ACSI will work together to develop the process by which the 911 /E911 database will be updated with ACSI's end user 911 /E911 information.

#### B.7 Compensation

In situations in which GTE is responsible for maintenance of the 911/E911 I database and can be compensated for maintaining ACSIs information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from ACSI only if and to the extent that GTE is unable to obtain such compensation from the municipality. (GTE shall charge ACSI a portion of the cost of the shared 911/E911 port.)

### C. Provision of Operator Services

GTE will offer to ACSI Operator Call Processing Access Service, BLV/BLVI Service, and Directory Assistance Access Services. Rates, terms and conditions are set forth in section VI.F for BLV/BLVI Service, Attachment C-12 for Directory Assistance Access Services, and Attachment C-11 for Operator Call Processing Access Services. Each such attachment is incorporated herein by this reference.

### D. Transfer of Service Announcements

When an end user customer changes from GTE to ACSI, or from ACSI to GTE, and does not retain its original telephone number, the Party formerly providing service to

the end user will provide a transfer of service announcement on the abandoned telephone number upon request. Each Party will provide this referral service at no charge to the other Party. This announcement will provide details on the new number to be dialed to reach this customer.

E. Coordinated Repair Calls

ACSI and GTE will employ the following procedures for handling misdirected repair calls:

- E.1 ACSI and GTE will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
- E.2 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party shall respond with accurate information in answering customer questions.
- E.3 ACSI and GTE shall provide their respective repair contact numbers to one another on a reciprocal basis.

F. Busy Line Verification and Interrupt

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI unless it is an emergency situation or GTE provides operator services under contract to ACSI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in Appendix D, or if there is no applicable rate listed in Appendix D, at the rates in their respective tariffs.

G. Directory Assistance ("DA")

G. 1 Description

At ACSI's request, GTE will:

- a. Provide to ACSI, over TOPs trunks, unbranded (or ACSI-branded, where available) directory assistance service which is comparable in every way to the directory assistance service GTE makes available to interexchange carriers.
- b. In conjunction with subparagraph (a) above, provide caller optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service GTE generally makes available to its end users, to the extent GTE generally offers such service to its end users.
- c. Whenever such access is made available to any other telecommunications carrier, GTE will provide ACSI operators on-line access to GTE's DA database.

G.2 Compensation

Initial rates, terms and conditions for DA Services shall be as provided in Attachment C-12 hereto.

H. Directory Listings and Directory Distribution

H. 1 Listing Information

ACSI agrees to supply GTE, on a regularly scheduled basis, all listing information for ACSI's subscribers who wish to be listed in the white pages of the GTE published directory for that subscriber area. Listing information will consist of names, addresses (including city and ZIP code) and telephone numbers. GTE and ACSI will implement these terms through execution of a separate Directories Agreement to be incorporated herein by reference.

H.2 Use of Listing Information

GTE shall employ ACSI's listing information for the production of GTE-published White and Yellow Page directories and for other reasonable purposes at no charge to ACSI.

H.3 Inclusion in Directories

Listing inclusion in a given directory will be in accordance with directory configuration, scope, and schedules and such determinations will be made at the sole discretion of GTE.

#### H.4 Business Listing

ACSI's business subscribers will receive a single standard listing in the corresponding Yellow Pages under the classified heading that most accurately reflects the primary nature of their respective businesses. GTE will supply ACSI with a list of authorized classified headings. ACSI agrees to supply GTE with a classified heading assignment in accordance with Appendix G for every subscriber who wishes to receive said listing.

#### H.5 Customer Contact Number

GTE will list in the Information Pages ACSI's critical customer contact numbers (eg. business office, repair service, and billing). ACSI will supply this information to GTE in a timely manner. The manner of presentation and scope of such information will be determined at the sole discretion of GTE.

#### H.6 Emergency Numbers

GTE will list in the Information Pages ACSI's subscribers who provide services of an emergency nature in an official capacity (e.g. police and fire). ACSI will supply this information to GTE in a timely manner. The manner of presentation and scope of such information will be determined at the sole discretion of GTE.

#### H.7 Initial Distribution

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

#### H.8 Secondary Distribution

After directory publication and over the life of the directory, GTE will arrange for the distribution of the directory to all of ACSI's new subscribers who previously did not have dialtone and those existing subscribers of ACSI needing replacement or additional directories. ACSI will pay GTE the fees stated in Appendix DA to the Directory Listing Agreement for all secondary distributions made under this Section.

#### H.9 Subscriber Mailing Information

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

#### H.10 Term

Subject to the termination provisions contained in this Agreement, the term of this Section shall be one (1) year from the effective date of this Agreement. Thereafter, this Section shall remain in effect until either Party gives the other Party at least thirty (30) days prior written notice of termination, which termination shall be effective on the date specified in the notice, subject to the survival provisions set forth in this Section.

#### H.11 Termination upon Sale

Notwithstanding anything to the contrary contained herein, GTE may terminate this Section as to a specific GTE exchange in the event that GTE sells or otherwise transfers the exchange. GTE shall provide ACSI with at least six (6) months' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Section as to a specific exchange, this Section shall remain in full force and effect in the remaining exchanges.

#### H. 12 Survival

Notwithstanding the termination of this Section, the Parties' obligations with respect to any directories whose annual publication cycle has begun prior to the effective date of termination shall survive such termination. For example, if a Party terminates this Section effective as of June 30, 1997, the Parties' survival obligations shall apply as follows:

Exchange	Beginning of Publication Cycle'	Expiration of Obligation--,
1	January 1, 1997	December 31, 1997
2	June 1, 1997	May 31, 1998
3	August 1, 1997	June 30, 1998

\* a publication cycle begins the day following the listing activity close date for the current year's publication.

1. Access to Signaling and Signaling Databases

- 1.1 GTE will offer to ACSI use of its SS7 signaling network and signaling databases pursuant to GTE's intrastate access tariff. Signaling functionality will be available with both A-link and B-link connectivity.
- 1.2 GTE will enter ACSI line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in GTE's LIDB storage agreement, which will be made available to ACSI upon request. Entry of line information into LIDB will enable ACSI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.
- 1.3 GTE will provide ACSI with access to LIDB for calling card validation purposes pursuant to GTE's standard LIDB agreement, which will be made available to ACSI upon request and amended to include unbundled local loops as appropriate.
- 1.4 If ACSI utilizes GTE's 800 database for query purposes only, applicable GTE tariffed rates will apply.

J. Information Services Traffic

J.1 Routing

Each Party shall route traffic for information services (e.g. 900, 976, N11, weather lines, sports lines, etc.) that originates on its network to the appropriate information services platforms connected to the other Party's network over the Local/IntraLATA trunks.

J.2 Blocking

Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.

XII. TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

- A. The Parties agree to provide interim Service Provider Number Portability ("SPNP") on a reciprocal basis between their networks to enable their end user customers to utilize telephone numbers associated with an Exchange Service provided by one Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation

of the second Exchange Service. The Parties shall provide reciprocal SPNP immediately upon execution of this Agreement via remote call forwarding ("RCF") or Direct Inward Dialing ("DID"). SPNP shall operate as follows:

- A.1 An end user customer of Party A elects to become an end user customer of Party B. The end user customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a service order assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B within the same exchange where the original NXX code is used. Party A will route the forwarded traffic to Party B over the appropriate dunk groups, as if the call had originated on Party A's network.
- A.2 Party B will become the customer of record for the original Party A telephone numbers subject to the SPNP arrangements. Party A will provide Party B a single consolidated master billing statement for all collect, calling card, and third-number billed calls associated with those numbers, with subaccount detail by retained number. Such billing statement shall be delivered via either electronic data transfer, daily magnetic tape, or monthly magnetic tape (for which option there shall be no charge). Party A shall provide to Party B the EMR detail records associated with the calls on the master billing statement
- A.3 Party A will cancel line-based calling cards and will, as directed by Party B, update its Line Information Database ("LIDB") listings for retained numbers, subject to RCF, and restrict or cancel calling cards associated with those forwarded numbers, as directed by Party B, subject to execution of an LIDB storage agreement in substantially the form attached hereto.
- A.4 Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customers instructions at that time.
- B. SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the GTE General Subscriber Service Tariff. The forwarded-to number is specified by ACSI or GTE, as appropriate. Where technologically feasible, the forwarding Party



will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Neither Party guarantees, however, identification of the originating telephone number to the SPNP-RCF end user. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls will be made available on a per path basis and are in addition to the rate for SPNP-RCF service.

- C. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.
- D. Each Party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users.
- E. Each Party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where

either Party chooses to disconnect or terminate any SPNP service, that Party is responsible for designating the preferred standard type of announcement to be provided.

- F. Each Party will be the other's Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers, if deemed necessary, for maintenance purposes.
- G. The Parties will migrate from RCF or DID to Permanent Number Portability ("PNP") as soon as practically possible, without interruption of service (to the degree possible) to their respective customers.
- H. Under either an SPNP or PNP arrangement, ACSI and GTE will implement a process to coordinate Telephone Number Portability ("TNP") cut-overs with Unbundled loop conversions (as described in Section IV of this Agreement).
- I. The quality of service of calls to ported numbers should be identical to the quality of service of the calls to non-porting numbers.
- J. The Parties agree that each Party shall bear its own costs for providing SPNP-RCF and SPNP-DID.
- K. If the FCC or a state commission issues regulations pursuant to 47 U.S.C. § 251 to require number portability in a manner or at rates different than that provided pursuant to this subsection, the Parties agree to revise this Agreement as necessary to fully comply with those requirements.

### XIII. DISCONNECTION OF CUSTOMERS

- A. GTE shall accept any requests from ACSI to disconnect the service of an existing GTE end user, except for GTE public and semipublic telephone service which service is subject to effective contracts with location providers. GTE will not require end user confirmation prior to disconnecting the end user's service. GTE will accept a request directly from an end user for conversion of the end user's service from ACSI to GTE or will accept a request from another CLEC for conversion of the SPNP service associated with an end user's service charge from ACSI to the CLEC. GTE will notify ACSI that such a request has been processed through a written completion report. Such reports shall be sent by facsimile and first class mail. This Article shall be subject to Section 258(a) and (b) of the Telecommunications Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC. ACSI and GTE shall each execute a blanket letter of authorization for each state substantially in the form attached as Attachment F hereto with respect to customer

disconnections. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization of disconnection of service; provided, however, that such processes shall comply with applicable state and federal law and until superseded shall be deemed adequate for purposes of this Agreement if such processes comply with FCC guidelines applicable to Presubscribed Interexchange Carriers ("PIC") changes.

- B. If either Party determines that an unauthorized change in local service provider has occurred, such Party shall reestablish service with the appropriate local service provider as requested by the end user and will assess the other Party an Unauthorized Change Charge of \$50.00 per line, but only if the other Party was responsible for the unauthorized change. The appropriate nonrecurring charges to reestablish the customers service with the appropriate local service provider will also be assessed to the other Party, but only if the other Party was responsible for the unauthorized change. These charges shall be adjusted if such Party provides satisfactory proof of authorization.
- C. If GTE accepts an order placed by itself or another CLEC (or local reseller) to disconnect the SPNP to an ACSI end user, GTE shall notify ACSI of the change within three (3) days thereof.

#### XIV. RESALE OF GTE LOCAL EXCHANGE SERVICES

##### A. Resale of Services Generally

The purpose of this Article XIV is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article XIV as the "Services") that may be purchased from GTE and resold by ACSI and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the GTE Customer Guide for CLEC Establishment of Services Resale and Unbundling (the "Guide"), which Guide may be amended from time to time by GTE as needed. The Guide is incorporated herein and is part of this Agreement GTE shall provide reasonable advance notification to ACSI of any changes to the Guide. GTE will make available to ACSI for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section XIV.B.2.

##### B. Terms and Conditions

###### B.1 Quality and Performance

GTE shall provide Services to ACSI that are equal in quality and performance standards to the same Services provided by GTE to its own end user customers.

B.2. Restrictions on Resale

ACSI will be subject to the same restrictions that apply to resale of the Services by AT&T. Notwithstanding the foregoing, nothing herein restricts ACSI's ability to combine resold Services with the offering of any other telecommunications, information, or other services. Further, nothing herein restricts the ability of ACSI to resell the Services to other telecommunications carriers that are legally authorized to provide local service on a resale basis notwithstanding the foregoing services available for resale may not be used by ACSI to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.

C. Ordering and Billing

C.1. Local Service Request

Orders for resale of Services will be placed utilizing a standard Local Service Request ("LSR") form. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. A complete and accurate LSR (containing the requisite end user information as described in the Guide) must be provided by ACSI before a request can be processed.

C.2. Certificate of Operating Authority

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

C.3. Letter of Authorization

A Letter of Authorization ("LOA") will be required before resold Services will be provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than ACSI. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and ACSI. GTE will not release information to ACSI on GTE end user customer accounts unless ACSI first provides to GTE a written LOA, signed by the end user customer, authorizing the release of such information to ACSI.

or if state or federal law provides otherwise, in accordance with such law. Once such an LOA is provided, GTE shall not unreasonably restrict information on GTE end user accounts.

#### C.4 Directory Assistance Listings

GTE shall include a ACSI customer listing in its Directory Assistance database as part of the Local Service Request ("LSR") process. GTE will honor ACSI Customer's preferences for listing Status, including non-published and unlisted, as noted on the LSR and will enter the listing in the GTE database which is used to perform Directory Assistance functions as it appears on the LSR.

#### C.5 Nonrecurring Charges

ACSI shall be responsible for the payment of all nonrecurring charges ("NRCs") applicable to resold Services.

#### C.6 Transfers Between ACSI and Another Reseller of GTE Services

When ACSI has obtained an end user customer from another reseller of GTE services, ACSI will inform GTE of the transfer by submitting a standard LSR to GTE. Such LSR must contain the code of the displaced reseller, indicating that ACSI has advised the displaced reseller that the end user has chosen ACSI as their new local service provider.

#### C.7 Responsibility for Payment

All charges for Services provided for resale under this Agreement will be billed to ACSI, including all applicable taxes and surcharges, as well as the End User Common Line ("EUCL") Charge from GTOC Tariff FCC No. 1. ACSI is responsible for payment of charges billed, regardless of any billing arrangement or situation between ACSI and its end user customer.

#### C. 8 Fraud

ACSI assumes responsibility for all fraud associated with its end user customers and accounts. GTE shall have no responsibility for, nor is it required to investigate or make adjustments to ACSI's account in cases of fraud. The Parties agree that they shall notify each other of any suspected fraud and cooperate with one another to resolve cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

#### C.9 Local Calling Detail

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

#### C.10 Procedures

An overview of the procedures for preordering, ordering, provisioning and billing for resold services are outlined in Section XIV.G of the Agreement.

#### C.11 TLN and LIDB

For resale services, GTE's service order will generate updates to the TLN and LIDB for calling card, collect, and third party number calls.

### D. Maintenance

#### D.1 Maintenance, Testing and Repair

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

#### D.2 Specifics and Procedures for Maintenance

An overview of the procedures for maintenance of resold services and additional matters agreed to by the Parties concerning maintenance are set forth in Section XIV.G.

### E. Services Available for Resale

#### E.1 Description of Local Exchange Services Available for Resale

Resold basic Exchange Service includes, but as provided in Section XIV.B.2, is not limited to, the following elements:

- (a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone;
- (b) Local Calling - at local usage measured rates if applicable to the end user customer;
- © Access to long distance carriers;
- (d) E-911 Emergency Dialing;
- (e) Access to Special Access Codes - e.g., 800, 888, 900;
- (f) Use of AIN Services;
- (g) Listing of telephone number in appropriate "white pages" directory: and
- (h) Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area.

#### E. 2. List of Services Available for Resale

ACSI is permitted to resell all services that AT&T may resell. Additional regulations, terms and conditions relating to the type of Services ACSI may resell can be found in the appropriate intrastate local, toll and access tariffs for the Services and in Article XIV of this Agreement. Terms, conditions and other matters concerning rate applications, technical parameters, provisioning capability definitions and feature interactions contained in such tariffs are applicable to the type of Services offered under this Agreement and are incorporated herein by reference.

#### E.3 Rates

The wholesale rates for all Services available will be the same rates that are available to AT&T for the same Services for the purposes of resale.

#### E.4. Access

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

#### E. 5 Operator Services (OS) and Directory Assistance (DA)

Where GTE provides access to GTE Operator Services for local and toll assistance (for example, call completion, busy line verification and emergency interruption) and Directory Assistance (e.g. 411 calls routed to GTE's DA operator centers) as an element of Exchange Services offered for resale, ACSI will be billed therefor in the same manner GTE bills its end users for such services. GTE will provide its existing OS and DA to a ACSI at the same quality and in a nondiscriminatory manner as the Service GTE's end users receive.

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- E.5.1 Where Customized Routing is available and ACSI so requests, GTE will offer unbranded OS and DA or rebranded OS and DA with the ACSI brand.

GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations. Upon receipt of an order for unbranding or rebranding, GTE will implement within 45 Business Days when technically capable.

- E.5.2 ACSI will be billed for unbranding or rebranding and Customized Routing at the same rates GTE charges AT&T therefor.
- E.5.3. For those offices that ACSI has requested GTE to rebrand and/o unbrand OS and DA, ACSI shall continue exclusively to use GTE rebranded and/or unbranded OS and DA for the duration of the Agreement. Live operators handling OS and DA call from ACSI local service customers will identify themselves as ACSI operators; where such rebranding is not technically feasible, live operator response will be provided on an unbranded basis. Branding of OS and DA for calls that are handled by automated systems will be made available as soon as these systems are capable of rebranding.

F. Rules Governing Resold Services

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

F.1 Liability of GTE

F.1.1 Inapplicability of Tariff Liability

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

F. 1.2 ACSI Tariffs or Contracts

ACSI shall, in its tariffs or other contracts for services provided to its end users using Services obtained from GTE for resale, provide that in no case shall GTE be liable to ACSI's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification



by ACSI of the possibility of such damages and ACSI shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship with ACSI's end users.

#### F. 1.3 No Liability for Errors

GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to ACSI for any ongoing ACSI services, sales or repair inquiries. In addition, ACSI shall provide, in its applicable end user tariffs and/or contracts, that in no case shall GTE be liable to ACSI's end users or any third parties for any indirect special or consequential damages, including, but not limited to, economic loss or lost business profits, whether foreseeable or not in connection with ACSI's use of services obtained from GTE pursuant to this Article XIV. For purposes of this Section, "mistakes" and "incorrect referrals" shall not include matters arising out of the willful misconduct or gross negligence of GTE or its employees or agents.

#### F.2 Unauthorized Changes

##### F.2.1 Procedures

If ACSI submits an order for resold services under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC

using GTE resold services, and the end user notifies GTE that the end user did not authorize ACSI to provide local exchange services to the end user, ACSI must provide GTE with written LOA from that end user within three (3) Business Days of notification by GTE. If ACSI cannot provide written documentation of authorization within such time frame, ACSI must within three (3) Business Days thereafter:

- (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to ACSI was made; and
- (b) provide any end user information and billing records ACSI has obtained relating to the end user to the LEC previously serving the end user, and
- (c) notify the end user and GTE that the change back to the previous LEC has been made; and
- (d) pay GTE fifty dollars (\$50.00) per affected line to compensate GTE for switching the end user back to the original LEC.

#### F.2.2. Option to Restrict Changes Without Evidence of Authorization

ACSI's or GTE's end users may request GTE to permit changes of their provider of local exchange services only upon notification to GTE that the end user wishes to change the end user's provider of local exchange services. In such a situation, GTE will not change an end user's provider of local exchange services without such notification.

#### F.2.3. Impact of Payment of Charges on Service

ACSI is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end users' service locations. If ACSI fails to pay when due any and all charges billed to ACSI under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any Or all such charges remain unpaid more than forty-five (45) Business Days after the due date of such Unpaid Charges excepting previously disputed charges for which ACSI may withhold payment, GTE shall notify ACSI in writing that it must pay all Unpaid Charges to GTE within seven (7) Business Days. If ACSI disputes the billed charges,

it shall, within said seven (7) day period, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to GTE all undisputed charges.

If ACSI and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either ACSI or GTE may file a request for arbitration under Article XXXII of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if ACSI owes payment it shall make such payment to GTE with any late payment charge under Article XVI.B from the original payment due date. If ACSI owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including an amount equal to any late payment charges that would have applied had CLEC owed the payment and CLEC had failed to pay any disputed unpaid charges in advance.

If ACSI fails to pay any undisputed Unpaid Charges, ACSI shall, at its sole expense, within five (5) Business Days notify its end users that their service may be disconnected for ACSI's failure to pay Unpaid Charges, and that its end users must select a new provider of local exchange services. If ACSI fails to provide such notification or any of ACSI's end users fail to select a new provider of services within the applicable time period, GTE will provide local exchange services to ACSI's end users under GTE's applicable end user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to ACSI's end user, but will be assessed to ACSI. GTE may discontinue service to ACSI upon failure to pay undisputed charges as provided in this Section, and shall have no liability to ACSI or ACSI's end users in the event of such disconnection.

#### F.2.4. Unlawful Use of Service

Services provided by GTE pursuant to this Agreement for resale shall not be used by ACSI or its end users for any purpose in violation of law. ACSI, and not GTE, shall be responsible to ensure that ACSI and its end users use of services provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to ACSI or disconnect particular services provided under this Agreement to ACSI or, as appropriate, ACSI's end user when (i) an order is issued by a court of competent jurisdiction

finding that probable cause exists to believe that the use made or to be made of the service, facilities is prohibited by law or (ii) GTE is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by GTE is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to ACSI, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to GTE the written finding of a court, then upon request of ACSI and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.

#### F.2.5 Timing of Messages

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

#### F.2.6 Procedures For Preordering, Ordering, Provisioning, Etc.,

Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are described in Section XIV.G. The Parties will negotiate in good faith to determine the extent to which each Party shall bear the costs and expenses for any new or modified electronic interfaces ACSI requires. The schedule for implementation of any new or modified electronic interfaces will be developed by GTE according to industry standards and will be based upon the amount of work needed to design, test and implement the new or modified interface, unless GTE is otherwise ordered by state or federal authorities.

### F.2.7 Customer Contacts

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

### G. Service Ordering, Service Provisioning, and Billing Systems Generally

The following describes generally the operations support systems that GTE will use and the related functions that are available for ordering, provisioning and billing for resold services. Except as specifically provided otherwise in this Agreement service ordering, provisioning, billing and maintenance shall be governed by the GTE Customer Guide for ACSI Establishment of Services ("Guide") which Guide may be amended from time to time by GTE as needed. The Guide is incorporated herein by reference and is part of this Agreement. Before orders can be taken, ACSI will provide GTE with its Operating Company Number ("OCN") and Company Code ("CC") as follows:

- G.1 The ALEC must provide their OCN/CC (four-digit alpha-numeric assigned by NECA) on the ALEC Profile. The GTE Guide provides the necessary information for the ALEC to contact NECA to obtain the OCN/CC. There are no optional fields on the Profile.
- G.2 Before the Local Service Request ("LSR") and Directory Service Request ("DSR") order forms can be processed ACSI must provide the Company Code CC field when the Customer Carrier Name Abbreviation ("CCNA") is populated with CUS (Customer) and the customer has an industry assigned code, otherwise CC is an optional field.

### G.3 Operations Support Systems for Resold Services

- G.3.1 ACSI will also be able to order services for resale as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements, ACSI

will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same electronic GTE Network Data Mover ("NDM") interface used for trunk-side interconnection. If no NDM interface exists or if the ACSI chooses to establish a separate NDM interface, the ACSI must request an NDM facility. For new entrants that elect not to interface electronically, GTE will accommodate submission of LSR orders by facsimile, E-mail, Internet or a dial NDM arrangement. An LSR is very similar to an Access Service Request ("ASR"), except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically.

G.3.2 Most LSRs will be used either to transfer an existing GTE customer to ACSI or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to ACSI must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. ACSI will be able to obtain this customer information after GTE has received the customer's written consent. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and ALEC data. If known, the LSR should include the telephone number and due date/desired due date.

G.3.3 While ACSI would have its own customer information and may have the SAG/GTE products on tape from GTE, ACSI would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to ACSI. GTE itself does not have uniform access to this information electronically. Until GTE and ACSI have agreed and established electronic interfaces, ACSI agrees that an 800 number is the method that will be used. The 800 telephone number will connect ACSI directly to GTE's NOMC service representatives. When ACSI receives a request for basic services from a new local service customer, ACSI will call GTE's NOMC through the 800 number, and GTE will provide the due date for service and the new telephone number for that customer. At the same time, ACSI will give GTE the new customer's name, service address and type of requested service (i.e., RI, BI). GTE will enter that information into its SORCES or SOLAR service ordering

systems to be held in suspense until ACSI sends the confirming LSR.

- G.3.4 After concluding the telephone call with the new customer, ACSI will complete a confirming LSR for the new service and send it electronically to GTE's data center for processing. Upon receipt, GTE will match the LSR with the service order suspended in GTE's system, and if there is a match, GTE will process the LSR. After the LSR is processed, GTE will transmit confirmation electronically to ACSI through the NDM that the LSR has been processed, providing a record of the telephone number and due date. ACSI will be required to submit the confirming LSR by 12:00 p.m. each day local time, as defined by the location of the service address. If ACSI fails to submit the LSR in a timely manner, the suspended LSR will be considered in jeopardy, at which time GTE will assign a new due date upon receipt of the delayed LSR for such customer requests and notify ACSI of the change.
- G.3.5 Number assignments and due date schedules for services other than single line service and hunt groups up to 12 lines will be assigned within approximately twenty-four (24) hours after GTE's receipt of the LSR using the standard Firm Order Confirmation ("FOC") report sent electronically to ACSI over the NDM, thereby providing a record of the newly established due date. An exception would be a multi-line hunt group for 12 lines or fewer. The other numbers then will be provided through the normal electronic confirmation process.
- G.3.6 The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. GTE will work with ACSI on a real time interface to process vanity numbers while ACSI's customer is still on the line. If a number solution can be established expeditiously, it will be done while the customer is still on the line. If extensive time will be required to find a solution, GTE service representatives will work with ACSI representatives off line as GTE would for its own customers. For all of this, the basic tariff guidelines for providing telephone numbers will be followed.
- G.3.7 Once the order for line-side interconnection service is established, it is moved for provisioning to the next system level. Here, GTE will validate and process the LSR to establish an account for ACSI and, if GTE continues to provide some residual services to the customer, GTE will maintain a GTE's account. In GTE's system, GTE's account is called the Residual Account and ACSI's account is referred to as the ACSI Account. If any engineering for the service is necessary,

the account would be distributed to the SSCC - Otherwise, it will be distributed for facility assignment.

- G.3.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT's field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). GTE shall provide to ACSI a service completion report Call records for actual service provided to ACSI's customers on GTE facilities will be transmitted from GTE's switches through some usage rating systems (BIP, UMS), screened and eventually delivered to CBSS for the generation of bills.
- G.3.9 CBSS is a different system than CABS, and it is the one that GTE will utilize to produce the required bills for resold services and local number portability. CBSS will create a bill to ACSI for resold services along with a summary bill master. Daily unrated records for intraLATA toll usage and local usage (incollect usage data will be provided on rated basis) on ACSI's accounts will be generated and transmitted electronically to ACSI.
- G.3.10 On resold accounts, GTE will provide usage in EMR/EMI format per existing file exchange schedules. The usage billing will be in agreed upon level of detail for ACSI to issue a bill to its end users.
- G.3.11 GTE will provide ACSI with detailed monthly billing information in a paper format until an agreed upon Electronic Data Interchange 811 electronic bill format is operational.
- G.3.12 State or sub-state level billing will include up to ten (10) summary bill accounts.
- G.3.13 GTE accepts ACSI's control reports and agrees to utilize industry standard return codes for unbillable messages. Transmission will occur via the NDM. Tape data will conform to Attachment "A" of the LRDTR. Data will be delivered Monday through Friday except for Holidays as agreed. Data packages will be tracked by invoice sequencing criteria. GTE contacts will be provided for sending/receiving usage files.



G.3.14 GTE will retain data backup for 45 Business Days. To the extent this retention is exclusively for ACSI, ACSI shall reimburse GTE for all expenses related to this retention.

G.3.15 In addition to the LSR delivery process, ACSI will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE via the LSR ordering process over the NDM. GTE will provide listings service via its "listing continuity" offering.

G.3.16 Charges and credits for PIC changes ordered via an LSR will appear on the wholesale bill. As ACSI places a request for a PIC change via LSR, the billing will be made on ACSI account associated with each individual end user. GTE will process all PIC changes from IXCs that are received for ACSI end users by rejecting back to the IXC with the ACSI OCN. Detail is provided so that ACSI can identify the specific charges for rebilling to their end user.

#### G.3.17 CMDS

The parties will provide for the distribution of intraLATA CMDS incollect messages and/or selected local measured service messages as follows:

(a) Messages to be Screened

GTE receives CMDS I transmissions containing intraLATA incollect messages from the state RBOC CMDS host each business day. Per ACSI's request, GTE will screen the incollects by NPA and line number and accumulate the Collect, Third Number Billed and Credit Card (collectively called incollects) messages in a data file. The screening will be for end users who have chosen ACSI as their local service provider through a Resale arrangement. The screened incollect messages and any Local Measured Service (LMS) usage will be accumulated and forwarded to ACSI. The Parties will mutually agree on the frequency of the data exchange and the method of transmission (i.e., magnetic tape or direct electronic transmission). GTE will forward the screened messages in the industry standard EMR format. GTE intraLATA toll messages that are recorded by GTE and dialed on a one plus or zero plus basis are not part of this section and will not be screened.

(b) Compensation

GTE will bill ACSI monthly for all services related to the screening, accumulating, processing and transmitting of incollect messages and LMS usage, if applicable. In addition, any message processing fee associated with ACSI's incollect messages that are charged to GTE by the CMDS Host will be passed on to ACSI on the monthly statement. All revenue, surcharges, taxes and any other amounts due to the CMDS Host for ACSI's incollect messages will be billed on the monthly statement. It is ACSI's responsibility to bill and collect all incollect and LMS amounts due from its end users. The incollect and LMS revenue amounts that are listed on the monthly invoice are payable to GTE in total. The Parties agree that the arrangement for invoicing the incollect and LMS revenue amounts due GTE is not a settlement process with ACSI.

(c) Administration

The Parties agree to develop a process whereby ACSI's end user information is available in a timely manner to allow GTE to build tables to screen the CMDS incollect files and LMS files on behalf of ACSI.

G.3.18 Backbilling

GTE shall bill ACSI on a timely basis. In no case shall GTE bill ACSI for previously unbilled charges that are for more than one year prior to the current bill date except for charges resulting from resolution of an audit.

G.3.19 Order Processing

(a) Order Expectations

ACSI agrees to warrant to GTE that it is a certified provider of telecommunications service. ACSI will document its Certificate of Operating Authority on the ACSI Profile and agrees to update this ACSI Profile as required to reflect its current certification. The Parties agree to exchange and to update end user contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government. The Parties also agree to exchange and to update internal order, repair and billing point of contacts. Prior to

submitting an order under this Agreement, ACSI shall obtain such documentation as may be required by state and federal laws and regulations.

- (b) GTE shall provide ACSI with a specified customer contact center for purposes of placing service orders and coordinating the installation of services. These activities shall be accomplished by telephone call **or** facsimile until electronic interface capability has been established. The Parties adopt the OBF LSR and DSR forms for the ordering, confirmation and billing of resale and unbundled services. The Parties adopt the OBF ASR forms for the ordering, confirmation and billing of trunk-side interconnection.
- (c) GTE will process such service orders during normal operating hours, at a minimum on each Business Day between the hours of 8 am. to 8 p.m. Eastern Time and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users.
- (d) GTE will provide current GTE customer proprietary network information (name, address, telephone number and description of services provided by GTE including PIC and white page directory listing information) as provided in Article VI.C. The return of customer information will be via facsimile or via electronic transmission.
- (e) Although in most circumstances the end user's current telephone number may be retained by the end user when switching local service providers, if an end user service has been temporarily disconnected for nonpayment the end user's previous telephone number will not be made available to ACSI until the end user's outstanding balance has been paid.
- (F) When GTE receives an order from ACSI for services under this Agreement and GTE is currently providing the same services to another local service provider for the same end user, GTE shall notify the end user's outgoing local service provider of record within 48 hours after completion of the order. GTE will also notify ACSI using the same process when another local service provider replaces ACSI as the end user's local service provider.

## G.4 Maintenance Systems

### G.4.1 General Overview

- (a) If ACSI requires maintenance for its local service customers, ACSI will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end-user is a ACSI customer and will then obtain the necessary information from ACSI to process the trouble report. While the ACSI representatives are still on the line, GTE personnel will perform an initial analysis of the problem and remote line testing for resale services. If engineered services are involved, the call will be made to the GTE SSCC for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, GTE personnel will correct the problem and close the trouble report while ACSI representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide ACSI representatives a commitment time for repair and a trouble ticket number, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. ACSI's repair service commitment times will be within the same intervals as GTE provides to its own end users. Maintenance and repair of GTE facilities is the responsibility of GTE and will be performed at no incremental charge to ACSI. If, as a result of a ACSI initiated trouble report, trouble is found to be the responsibility of ACSI (e.g., non-network cause) GTE will charge the ACSI for trouble isolation. ACSI will have the ability to report trouble for its end users to appropriate trouble reporting centers 24 hours a day, 7 days a week. ACSI will be assigned a customer contact center when initial service agreements are made.
- (b) Repair calls to the SSCC for engineered services will be processed in essentially the same manner as those by the GTE Customer Care Center. GTE personnel will analyze the problem, provide the ACSI representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.
- (c) GTE then will process all ACSI trouble reports in the dispatch queue along with GTE trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, GTE would determine that a

commitment time given to ACSI becomes in jeopardy, GTE service representatives will contact ACSI by telephone to advise of the jeopardy condition and provide a new commitment time.

- (d) Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared ACSI trouble reports, GTE service technicians will make a telephone call to ACSI directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by ACSI. If ACSI is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, ACSI may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
- (e) GTE will provide electronic interface access to operation support systems functions which provide the capability to initiate, status and close a repair trouble ticket. GTE will not provide to ACSI real time testing capability on ACSI end user services. GTE will not provide to ACSI an interface for network surveillance (performance monitoring).
- (F) GTE will resolve repair requests by or for ACSI local service customers using GTE's existing repair system in parity with repair requests by GTE end users. GTE will respond to service requests for ACSI using the same time parameters and procedures that GTE uses. ACSI then would call GTE's Customer Care Center or SSCC while the customers were on hold.

#### G.5 Network Management Controls

##### a. Network Maintenance and Management

The Parties will work cooperatively to install and maintain a reliable network.

- b. Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.

G.6 Network Management Controls

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

G.7 Electronic Interface

The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards. The Parties will negotiate in good faith to determine the extent to which each Party should bear the costs and expenses for development and deployment of any new or modified interfaces. Where subsequent parties request use of GTE's operation support systems, cost recovery for such electronic interface systems shall be allocated among all requesting users.

G.8 ACSI shall have immediate access to the following OSS electronic interfaces that will provide functionality to enable ACSI to service customers in an equal and non-discriminatory manner:

- a. Pre-Order Directions, e.g., TN Assignment, DD Reservation, Address Validation, Product Availability, that are available on a dial-up or dedicated basis using the Secure Integrated Gateway System (SIGS);
- b. Order functions that are available on a dial-up or dedicated basis using CONNECT: Mail file transfer;
- c. Repair functions, e.g., trouble report repair functions, to allow ACSI to determine status and close trouble reports; and
- d. Electronic transfer of the ACSI bill in electronic data interchange 811 format.

G.9 ACSI may migrate to fully interactive system to system interconnectivity. GTE, with input from ACSI and other carriers, shall provide general interface specifications for electronic access to this functionality. These specifications will be provided to enable ACSI to design system interface

capabilities. Development will be in accordance with applicable national standards committee guidelines. Such interfaces will be available as expeditiously as possible.

G-10 All costs and expenses for any new or modified electronic interfaces exclusively to meet ACSI requirements that GTE determines are technically feasible and GTE agrees to develop will be paid by ACSI. Costs for development of systems intended for common use by competing carriers will be assessed based on a mutually agreed method of cost recovery.

G.11 ACSI shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE provided interfaces as described in this subsection G.

#### G.12 GTE Initiated Electronic System Redesign

GTE will not charge ACSI when GTE initiates its own electronic system redesigns/reconfigurations.

### XV. RESPONSIBILITIES OF THE PARTIES

- A. GTE and ACSI agree to treat each other fairly, non-discriminatorily, and equally for all items included in this Agreement or related to the support of items included in this Agreement.
- B. ACSI and GTE will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement. The Parties fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- C. ACSI and GTE agree to promptly exchange all necessary records for the proper billing of all traffic.
- D. New trunk groups will be implemented as dictated by engineering requirements for both GTE and ACSI. GTE and ACSI are required to provide each other the proper call information (eg., originated call party number and destination call party number) to enable each company to bill in a complete and timely manner.
- E. ACSI and GTE will work jointly and cooperatively in developing and implementing common manual and/or electronic interfaces (including, for example, data elements, data format, and data transmission) from which to place service orders and trouble reports involving the provision of loops, DNCF, directory assistance, directory listings, E-911, and other services included in this Agreement. To the extent





reasonable, ACSI and GTE will utilize the standards established by industry fora, such as OBF.

- F. Where GTE is the number administrator, GTE will support ACSI requests related to central office (NXX) code administration and assignments in an effective and timely manner. ACSI and GTE will comply with code administration requirements as prescribed by the FCC, the state commissions, and accepted industry guidelines.
- G. Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that both Parties hereto reserve the right to establish each of the following, consistent with generally accepted industry standards:
  - 1. Rate centers (location and area within)
  - 2. Points of interchange (including meet points)
  - 3. Switching entity designation and supporting data (including inbound mute choice)
    - a. end office
    - b. homing/homed to tandem
  - 4. Association of routing point(s) with end offices, POIs, *etc.*
  - 5. Published rate center and locality designations.
- H. It is the responsibility of ACSI to provide GTE the Operating Company Number (OCN) code obtained by ACSI from Bellcore.
- I. If ACSI has requested Interconnection to a GTE tandem, it is the responsibility of ACSI to notify all interexchange carriers (IXCs), of the need for the IXC to send an access service request to both GTE and ACSI in order to have access to ACSI's NXX identified as subtending the GTE tandem. The ASR will be both GTE and ACSI's authorization to provide and bill for IXC access.

#### XVI. NETWORK DESIGN AND MANAGEMENT

- A. The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. GTE agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- C. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.
- D. For network expansion, the Parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be added as reasonably warranted.
- E. ACSI and GTE will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve desired reliability. In addition, ACSI and GTE will cooperatively plan and implement coordinated repair procedures to ensure customer trouble reports are resolved in a timely and appropriate manner.

#### XVII. SCOPE OF GENERAL PROVISIONS

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

#### XVIII. TERM AND TERMINATION

##### A. Term

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 Business Days prior to the end of then-current term, this Agreement shall remain in effect for 90 Business Days after such notice is received, provided, that in no case shall the term be extended beyond 90 Business Days after the end of the current term.

##### B. Post-Termination Arrangements

Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time Of termination, those arrangements may continue without interruption under (a) a new agreement voluntarily

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executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; © tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(I) of the Act.

C. Termination Upon Default

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

- (a) A Partys insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

D. Liability upon Termination

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

E. Termination Upon Sale

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells **or** otherwise transfers the area or portion thereof. The terminating Party shall provide the other Party with prior written notice when it provides notice to any state or federal agency but in no case less than ninety (90) calendar days prior to such termination. The termination shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the. remaining operating areas. If GTE fails to provide notice hereunder to ACSI when it provides such notice to the applicable federal or state agency, it may exercise its rights under this paragraph by providing at least 180 days prior notice to ACSI.

XIX. IMPLEMENTATION OF AGREEMENT

The Parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational

time frames. The implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XX. MOST FAVORABLE NATION PROVISION

If either Party enters into an agreement with another carrier (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangement covered in this Agreement to another requesting Telecommunications Carrier, including itself or its affiliate, such Party shall make available to the other Party such arrangement upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the other Party may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- 1) Interconnection - Section 251(c)(2) of the Act; or
- 2) Exchange Access - Section 251(c)(2) of the Act; or;
- 3) Unbundled Access - Section 251(c)(3) of the Act; or
- 4) Resale - Section 251(c)(4) of the Act; or
- 5) Collocation - Section 251(c)(6) of the Act; or
- 6) Number Portability - Section 251(c)(2) of the Act; or
- 7) Access of Rights of Way - Section 251(b)(4) of the Act

XXI. AMENDMENT OF CERTAIN RATES, TERMS AND CONDITIONS

The rates, terms and conditions in this Agreement that are specified in Attachment D were taken from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the "AT&T Agreement") approved by the Commission in Case No. 96-478. The rates, terms and conditions not included in this Agreement but referenced in Attachment E (the "GTE Terms") were excluded from the AT&T Agreement by the Commission in Case No. 96-478. GTE and ACSI agree that if the AT&T Terms are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly (without limitation, by substituting the modified rates, terms or conditions, or the appropriate GTE Terms for all such AT&T Terms) and such amendments shall be effective retroactively to the Effective Date of this Agreement.

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The Parties further agree that until the AT&T Agreement is approved and effective in Kentucky, the resale of services shall be available subject to Article XIV as modified by the GTE Terms in Attachment E.

GTE and ACSI further agree that the terms and conditions of this

Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. GTE and ACSI agree that in the event that any of the requirements of the FCC's First Report and Order are at any time invalidated, or are stayed, vacated or otherwise modified, in whole or in part, this Agreement shall immediately be deemed to have been amended accordingly (including, without limitation, by substituting the modified rates, terms or conditions or the appropriate GTE Terms for all such requirements of the FCC's First Report and Order), and such amendments shall be effective retroactively to the Effective Date of this Agreement.

If the Commission (or any other commission Or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e), deletes or modifies in any way this Article, ACSI agrees that this entire Agreement is void and will not become effective, and ACSI agrees to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court).

## XXII. NOTICES

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

If to ACSI      Riley M. Murphy  
Executive Vice President & General Counsel  
American Communications, Services, Inc.  
131 National Business Parkway, Suite 100  
Annapolis Junction, Maryland 20701  
Facsimile:      (301) 617-4277

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If to GTE:      GTE South Incorporated  
Attention: State Director External Affairs  
3725 Nicholasville  
Lexington, Kentucky 40503  
Facsimile:      (606) 245-1721

copy to: GTE Telephone Operations Carrier Markets,  
East Regions, 201 N. Franklin Street  
Tampa, FL 33602

Each party shall inform the other of any changes in the above addresses or facsimile numbers.

#### XXIII. AMENDMENTS

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

#### XXIV. ASSIGNMENT

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

#### XXV. AUTHORITY

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf **he** or she has executed this Agreement.

#### XXVI. RESPONSIBILITY FOR PAYMENT

All charges for Services provided under this Agreement will **be** billed to ACSI, including all applicable taxes and surcharges, as well as the End User Common Line (EUCL) Charge from GTOC Tariff FCC No. 1. ACSI is responsible for payment of charges billed regardless of any billing arrangements or situation between ACSI and its end user customer.

##### A. Billing and Payment

Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, ACSI and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services tendered under this Agreement.

B. Dispute

If Customer disputes a billing statement, Customer shall notify Provider in writing regarding the nature and the basis of the dispute within thirty (30) calendar days of the statement date or the dispute shall be waived. Provider and Customer shall diligently work toward resolution of all billing issues.

C. Late Payment Charge

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC #1 tariff, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1 ½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

D. Due Date

Payment is due 30 calendar days from the bill date or 20 calendar days from receipt of bill whichever is later.

E. Audit Rights

ACSI shall have a right to audit all bills rendered by GTE pursuant to this Agreement, verifying the accuracy of items, including but not limited to, the services being provided on a wholesale basis pursuant to this Agreement, usage recording and provisioning, and nonrecurring charges on terms agreed to by the Parties.

XXVII. BINDING EFFECT

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

XXVIII. COMPLIANCE WITH LAWS AND REGULATIONS

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

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XXIX. CONFIDENTIAL INFORMATION

A. Identification

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or

- (30) visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty calendar days after oral or visual disclosure.

Notwithstanding the foregoing, all orders for Services or network elements placed by ACSI pursuant to this Agreement, and information that would constitute customer proprietary network information of ACSI end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to ACSI end users, whether disclosed by ACSI to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, and where GTE is the NANP Number Plan Administrator, ACSI information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of ACSI for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

B. Handling

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- © To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.



C. Exceptions

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

D. Survival

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

XXX. CONSENT

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

XXXI. COOPERATION ON FRAUD MINIMIZATION

ACSI assumes responsibility for all fraud associated with its end user customers and accounts. GTE shall have no responsibility, is not required to investigate and is not required to make any adjustments to ACSI's account in cases of fraud. The Parties agree that they shall cooperate with one another to *resolve* cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

XXXII. DISPUTE RESOLUTION

A. Alternative to Litigation

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

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B. Negotiations

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

C. Arbitration

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

the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

D. Expedited Arbitration Procedures

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

E. Costs

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

F. Continuous Service

GTE shall continue providing services to ACSI during the pendency of any dispute resolution procedure, and ACSI shall continue to perform its obligations (including making payments) in accordance with this Agreement.

XXXIII. ENTIRE AGREEMENT

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

XXXIV. EXPENSES

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

XXXV. FORCE MAJEURE

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

XXXVI. GOOD FAITH PERFORMANCE

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

XXXVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

XXXVIII. HEADINGS

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

XXXIX. MISDIRECTED CALLS

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

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- A. To the extent the correct provider can be determined each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls both Parties agree to provide the

end user the correct contact telephone number, at no charge and in a courteous manner.

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

#### XL. INDEPENDENT CONTRACTOR RELATIONSHIP

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

##### A. Law Enforcement Interface

- A. 1. Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day installation and information retrieval pertaining to emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, including, without limitation, call traces requested by ACSI.
- A.2. GTE agrees to work jointly with ACSI in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for ACSI Customers will be billed to ACSI.
- A.3. GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a ACSI Customer and shall refer them to ACSI.

#### XLI. LIABILITY AND INDEMNITY

A. Indemnification

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

B. End User and Content-Related Claims

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

C. DISCLAIMER

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

D. Limitation of Liability

Except in instances involving intentional or wilful misconduct or gross negligence, GTE's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the Services, Unbundled Network Elements or facilities for the time period during which the Services, Unbundled Network Elements or facilities provided pursuant to this Agreement are inoperative, not to exceed in total GTE's monthly charge to ACSI. Except as provided in the preceding sentence, under no circumstance shall GTE be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that GTE may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, and, while GTE shall use diligent efforts in this regard, ACSI acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

E. Intellectual Property

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

XLII. MULTIPLE COUNTERPARTS

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

XLIII. NO OFFER

This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.

XLIV. NO THIRD PARTY BENEFICIARIES

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

XLV. PROTECTION

A. Impairment of Service

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

B. Resolution

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

XLVI. PUBLICITY



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

XLVII. REGULATORY AGENCY CONTROL

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

XLVIII. NO CONTRACTUAL LIABILITY

This document has been produced by GTE and ACSI pursuant to the order (the "Order") of the Commission. GTE and ACSI understand this document to be the functional equivalent of an order by the Commission and not an agreement entered into voluntarily by the Parties. Each of GTE and ACSI hereby disclaims any liability for violations of the obligations imposed hereby (including contractual liability) other than such liability as may be imposed by the Commission.

XLIX. CHANGES IN LEGAL REQUIREMENTS

GTE and ACSI further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements (including the Order) in effect at the time the Agreement was produced. Any modifications to those requirements (including modifications resulting from judicial review of the Order) will be deemed to automatically supersede any terms and conditions of this Agreement.

L. EFFECTIVE DATE

If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be five (5) Business Days after such approval. Such date (i.e., five (5) Business Days after approval) shall become the "effective date" of this Agreement for all purposes.

LI. REGULATORY MATTERS

GTE shall be responsible for obtaining and keeping in effect all FCC, state

regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. ACSI shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to ACSI Customers contemplated by this Agreement. ACSI shall reasonably cooperate with GTE in obtaining and maintaining any required approvals for which GTE is responsible, and GTE shall reasonably cooperate with ACSI in obtaining and maintaining any required approvals for which ACSI is responsible.

LII. RULE OF CONSTRUCTION

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

LIII. SECTION REFERENCES

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

LIV. SERVICE STANDARDS

- A. The parties shall meet applicable quality of local service standards imposed by the Commission and will provide a level of services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act.
- B. The Parties agree to implement mutually agreed upon standards to measure the quality of Local Service and Unbundled Network Elements supplied by GTE with respect to pre-ordering, ordering/provisioning, maintenance and billing.
- C. GTE shall provide ACSI with forty-five (45) Business Days notice of any new or changed feature, functionality or price pertaining to pre-ordering, ordering maintenance and billing for "Services" necessary to ensure that ACSI can provide retail local exchange services which are at least equal in quality to comparable GTE retail local exchange services.
- D. The parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance. GTE will treat ACSI in a nondiscriminatory manner equal to GTE's established business practice, e.g., GTE will advise ACSI of any such network event resulting in blocked calls or lost features.

LV. SEVERABILITY

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

LVI. SUBCONTRACTORS

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

LVII. SUBSEQUENT LAW

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

LVIII. TAXES

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

LIX. TRADEMARKS AND TRADE NAMES

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

LX. WAIVER

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

LXI. TBD PRICES

Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to ACSI ordering any such TBD item, the Parties shall meet and confer to establish a price. If the parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific network element, the parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by ACSI to GTE, and any overpayment shall be refunded by GTE to ACSI, within 45 Business Days after the establishment of the price by the Commission. If the Commission approved rate is appealed or otherwise challenged, then such rates shall be subject to Section LXII of this Article.

LXII. RATE MODIFICATION

The Parties acknowledge that certain proceedings may affect the pricing and terms and conditions of the Agreement and, accordingly, agree as follows with respect to modification of the GTE rates initially provided for herein:

A. True-Up to GTE Generally Applicable Rates

The Parties shall true-up compensation for the transport and termination of Local Traffic once the Commission approves GTE's Transport and Termination rates which may be under review in cost analysis proceedings in the State considering the cost of GTE services on a generally applicable basis (the 'Commission Approved Rate'), such that each Party shall receive the level of compensation it would have received had the Commission Approved Rates been in effect as of the effective date of this Agreement. This true-up, when made, shall include the period beginning on the date bill-and-keep is no longer used pursuant to Section VI.B of this Agreement and ending on the date GTE's Commission Approved Rates are implemented. If the Commission Approved Rate is appealed or otherwise challenged, then the true-up provided for hereunder shall nevertheless be made unless the Commission Approved Rate is stayed or otherwise does not become effective as a result of any action by the Commission, the FCC or a court of competent jurisdiction. The true-up, including the payment of the amounts due thereunder, shall be completed within forty-five (45) Business Days of the date GTE's Commission Approved Rates are implemented pursuant to Commission order or the Order of any appellate authority or order of court, if appealed or challenged. If the true-up is effectuated but the Commission Approved Rate is later modified as the result of appeal or judicial review, then the true-up shall be reversed and the Parties will true-up to the rate resulting from appeal or judicial review as though such rate had been in effect from the effective date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Riley M. Murphy  
Executive Vice President

Competition/Interconnection

AMERICAN COMMUNICATIONS SERVICES, INC.

Donald W. McLeod  
Vice President-Local

GTE SOUTH, INC.

By: Riley M. Murphy / Exec. Vice President  
\_\_\_\_Name/Title

By: \_\_\_\_\_  
Name/Title

Date: April 8, 1997

Date: May 6, 1997

\_\_\_\_\_

**ATTACHMENT A**

**OPERATING SUBSIDIARIES OF  
AMERICAN COMMUNICATIONS SERVICES, INC.**

American Communications Services of Lexington, Inc.

## ATTACHMENT B

### DEFINITIONS

1. **"Access Service Request" or "ASR"** means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.

2. **"Advanced Intelligent Network" or "AIN"** means a network switching and architecture concept that centralizes intelligence in databases and application processors internal to the network rather than in central office switching systems. AIN enables the network to complete interactions (or actions) regarding routing, signaling and information quickly and accurately. The AIN concept permits intelligent database systems and application processors to be either centralized or distributed throughout one network.

3. **"Advanced Intelligent Network Features" or "AIN/IN Features"** refers to the replacement or enhancement of electronic switching and electronic network hardware and software functions via the use of distributed network based processors and Common Channel Interoffice Signaling (CCIS/SS7). For example, SCPs and STCs are part of the advanced intelligent network. AIN also features a "service creation environment" which permits the end user or reseller to create, and modify, in near real time, their own network routing instructions for calls to their facilities, creating, in effect a user customized virtual network.

4. **"Affiliate"** means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of ownership interests in, such corporation or other legal entity.

5. **"American National Standards Institute" or "ANSI"** is a private, non-profit organization representing more than 1,300 corporations, 30 government agencies, 20 institutions and 250 trade, labor, consumer, technical and professional organizations which sets voluntary standards for the United States ("U.S."). ANSI has established an Information Infrastructure Standards Panel. ANSI is appointed by the U.S. State Department as a representative of the U.S. to the ITU's International Standards Organization.

6. **"Automated Report Management Information System" or "ARMIS"** means the most current ARNUS 4308 report issued by the FCC.

7. **"Automatic Number Identification" or "ANI"** is a telecommunications carrier signaling parameter that identifies, through industry standard network interfaces and formats (either SS7/CCIS (preferred), or in band signaling (predecessor technology), the billing number of the calling party. This functionality is also known and referred to as "Calling Party Number" or "CPN." This term is not to be limited by "Called Party Identification" service, another product that is frequently required by call centers.

8. **"Bell Communications Research" or "BellCore"** means an organization

owned jointly by the RBOC that conducts research and development projects for them.

9. **"Busy Line Verification/BLVI Traffic"** or **"BLV/BLVI Call"** refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

10. **"Calling Party Number"** or **"CPN"** means a common channel signaling parameter which refers to the number transmitted through the network identifying the calling party.

11. **"Carrier Identification Code"** or **"CIC"** means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

12. **"Central Office Switch," "Central Office"** or **"CO"** refers to either a means a Switching entity or the physical location (site) which houses a traditional central office switch and its peripherals within the public switched telecommunications network, including but not limited to:

a. **"End Office Switches"** are Class 5 switches from which End User Telecommunications Services are directly connected and offered.

b. **"Tandem Office Switches"** are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

c. **"Remote Switching Module"** or **"RSM"** refers to a Central Office architecture element that permits the Central Office switch the ability to extend either line or trunk side interfaces, with all typical service features and functions to a cabinet which is physically remote from the home CO site, and where stand alone capability may or may not be implemented. RSMS are sometimes also referred to as "switches" in the GTE infrastructure inventory discussions and to that extent may be used as interchangeable terms.

d. **"Central Office Switches"** may be employed as combination End Office and Tandem Office Switches (combination Class 5/Class 4).

13. **"Central Office Equipment"** refers to the traditional Central Office Switch itself and all of the peripheral electronics (network elements) that supply network-based processing functions other than "transport." Network elements which provide "Transport" are generally referred to as "Outside Plant" equipment or electronics.

14. **"Centralized Message Distribution System"** or **"CMDS"** means the billing record and clearing house transport systems that incumbent LECs use to exchange out-collects, in-collects and Carrier Access Billing System ("CABS") records.

15. **"CLASS Features"** refers to features and functions (products) which become available on the "line side" of the Central Office through the use of common channel signaling system seven (CCIS/SS7.) CLASS features include,



but are not necessarily limited to: Automatic Call Back, Call Trace, Caller ID and Related Blocking Features, Distinctive Ringing/Call Waiting, Selective Call Forward, and Selective Call Rejection. See also: "Software-based network elements and services."

16. "**CLLI Codes**" means Common Language Location Identifier Codes.

17. "**Commission**" or means the Kentucky Public Service Commission.

18. "**Common Channel Signaling**" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

19. "**Common Channel (Interoffice) Signaling**" or "**CCIS**" means a method of digitally transmitting call set-up and network control data over separate physical or virtual connections from those which normally carry the actual call user connections. This technology supersedes "in-band" signaling. The current industry standard for common carrier network signaling is called Signaling System 7.

20. "**Cross Connect**" refers to the equipment physical or logical "meet point" between network elements.

a. For example, within a wire center, it is a connection between line termination blocks on the two sides of a distribution frame or between individual line terminations on the same side of the frame. Cross connections are made to route traffic from one group of lines to another specific group of lines on the distribution frame, or to route traffic from one individual line to another specific line on the distribution frame.

b. A piece of manual, electromechanical or electronic apparatus designed to make and rearrange the cross connections among the lines that terminate on a distribution frame. Cross-connect devices are employed where rearrangement of transmission circuits occur infrequently.

21. "**Customer Local Area Signaling Services**" or "**CLASS**" means features available to end users based on availability of CCIS, including, without limitation, Automatic Callback, Call Trace, Caller ID and related blocking, Distinctive Ringing, Call Waiting, Selective Call Forward and Selective Call Rejection.

22. "**DID**" or "**Direct Inward Dialing**" is a feature which allows callers on the public switched network to directly dial a specific PBX or Centrex extension telephone.

23. "**Directory Number Call Forwarding**" or "**DNCF**" is one form of Interim Number Portability ("ISPNP") which is provided through call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis. DNCF is not limited to listed directory numbers.

24. **"Digital Loop Carrier" or "DLC"** consists of electronic equipment which uses one or more digital facilities, usually DS-1s, to provide voice grade analog or ISDN telecommunication services. Service is multiplexed at a remote location, transmitted over connecting digital facilities and demultiplexed, usually at a switching location. It can be concentrating or non-concentrating.

**"Integrated Digital Loop Carrier"** is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

25. **"Digital Service - Level 0" or "DS-0"** means a signal rate of 64 kilobits per second.

26. **"Digital Service - Level 1" or "DS-1"** is an industry standard telecommunications transport channel which can support a digital signaling rate of 1.544 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.

27. **"Digital Service - Level 3" or "DS-3"** is an industry standard telecommunications transport channel which can support a digital signal rate of 44.736 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.

28. **"DSX" or "Digital and Access Cross-connect System ("DACS")** is a cross-connection product (including a mounting bay/panel) used for termination of equipment and facilities operating at digital rates.

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

30. **"Electronic Data Interchange," "Electronic File Transfer" or "EFT"** is a process which utilizes an electronic format and protocol to send/receive digital data business documents between different companies' computers over phone lines. There are several generally accepted industry standards for EFT, pending acceptance of a single common standard.

31. **"Exchange Access"** means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

32. **"Exchange Message Record" or "EMR"** is a term used to refer to the current standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is currently contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which has traditionally defined Bell standards for exchange message records.

33. "**Exchange Service**" is a traditional marketing term used to refer to a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switch telecommunications network. Exchange Services include, but are not limited to, basic residence and business line service, PBX trunk line service, pay telephone stations, pay phone line service, Centrex and Centrex-like line services, AIN, and ISDN line/trunk services. Exchange Service does not traditionally include Private Line, Toll, Switched and Special Access (digital channel) services, which have traditionally been separately billed and regulated, although today these services are frequently formed from and bundled within common transport and network elements.

34. "**FCC**" means the Federal Communications Commission.

35. "**Feature Group A**" or "**FGA**" means FGA interexchange access as defined in GTE's FCC Tariff No. 1.

36. "**Feature Group B**" or "**FGB**" means FGB interexchange access as defined in GTE's FCC Tariff No.1.

37. "**Feature Group D**" or "**FGD**" means FGD interexchange access as defined in GTE's FCC Tariff No. I.

38. "**Guide**" means the GTE Customer Guide for CLEC Establishment of Services-Resale and Unbundling, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. A copy of the Guide has been provided to ACSI.

39. "**ISUP**" means a part of the SS7 protocol that defines call setup messages and call takedown messages.

40. "**Interconnection**" means the connection between network elements that enable the formation of network systems. The objective of interconnection is to provide transport and transparent interoperation among separate pieces of equipment, transmission facilities, within, between or among networks. The architecture of interconnection may include several industry standard, or regulatory structured methods including, but not limited to, collocation arrangements ("physical" and "virtual" collocation) arrangements via industry standard interface arrangements.

41. "**Interconnection Point**," "**Point of interconnection**" or "**POI**" includes all points where ACSI is entitled to interconnect with GTE under the terms of this Agreement, including, without limitation, points on the line side and trunk side of each Network Element.

42. "**Interexchange Carrier**" or "**IXC**" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide long distance communications services.

43. **"Integrated Services Digital Network" or "ISDN"** refers to a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice, data, video or multimedia services. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel ("2B+D"). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one (1) 16 Kbps data channel ("23B+D"). Unless identified and priced as "fractional" both BRI and PRI ISDN circuits are assumed to be fully available.

44. **"Interim Number Portability" or "INP"** refers to the temporary means by which GTE allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of Telephone Number Portability ("TNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. The interim nature of these arrangements result from the fact that their performance and cost cannot meet or sustain end-user customer or co-carrier expectations. Standards for permanent number portability will be set by regulatory stricture, and both Parties agree to implementation of permanent number portability at the earliest possible point in time.

45. **"InterLATA Service"** means telecommunications between a point located in one LATA and a point located outside such area.

46. **"Intermediary function"** means the delivery of local traffic from a local exchange carrier other than GTE; an ALEC other than ACSI; another telecommunications company such as a wireless telecommunications provider through the network of GTE or ACSI to an end user of GTE or ACSI.

47. **"IntraLATA Service"** means telecommunications between a point located in one LATA and a point located in the same LATA.

48. **"International Telecommunications Union" or "ITU"** is a United Nations organization which comprises the organization previously known as the CCITT. Open Standards Interconnection ("OSI") standards are established by the ITU. Telecommunications Management Network ("TMN") standards are a subset of the OSI model. The American National Standards Institute ("ANSI") is appointed by the State Department as a U.S. representative to the ITU's ISO.

49. **"Line Side"** refers to local loop interface ports of an end office switch that are programmed to treat the circuit as a local line connected to an ordinary telephone station set.

50. **"Link" or "Loop"** are synonyms for a communications channel or circuit on the line side or the trunk side of the common carrier switching element. This term has been used as a marketing term to refer to an element of "Exchange Service" whereby GTE provides transport between the Minimum Point of Entry ("MPOE") at an end user premise and the GTE wire center from which the transport is extended. The communications channel, circuit or group of channels or circuits which are segmented from a transmission medium that extends from GTE's

Central office or wire center's Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment, to a demarcation point or connector block in/at a customer's premises. "Links" are communications channels or circuits, which may be provided as 2-wire or 4-wire copper pairs, as radio frequencies or as a channel on a high-capacity feeder/distribution facility so long as all industry standard interface, performance, price, privacy, reliability and other operational characteristics are functionally transparent and are equal to or better than that of dedicated copper pairs. Examples of communications channels or circuits that are "links" or "loops" include, but are not limited to:

a. **"Basic Voice Grade Line/Link/Circuit"** is a basic voice grade line which is a two wire circuit or equivalent voice frequency channel for the transmission of analog signals with an approximate bandwidth of 300 to 3000 Hz (3 KHz analog or 56 Kbps digital (POTS grade, capable of transmitting voice or analog data transmissions up to 28.8 BPS with current generation modems)). In addition, Basic Links must meet all RELRA and USF requirements for "basic telephone service" imposed by State and Federal regulatory authorities. Digital signaling, transmission performance and reliability characteristics for basic "link" circuits are a matter of industry standard, having an expected measured loss or gain of approximately +/-6dB, and a signal to noise ratio that does not exceed (fill-in) and capable of supporting fully functional connections for up to 2 miles from the nearest electronic network element. Within the 300 to 3000 Hz range, "Basic Links" will support all standard signaling arrangements including repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user).

b. **"ISDN link/loop/circuit"** is an ISDN link which provides a 2-wire ISDN digital circuit connection that will support digital transmission of two 64 Kbps clear channels and one 16 Kbps data channel ("2B+D"), suitable for provision of BRI-ISDN service. ISDN links shall be provisioned by least cost planning methodologies sufficient to insure industry standard interface, performance, price, reliability and operational characteristics are functionally transparent and are equal to or better than dedicated copper pairs. All things being equal, "Broadband ISDN" is preferred to CO-based ISDN circuits. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

c. **"4-Wire DS-1 Digital Grade Links"** will support full duplex transmission of isochronous serial data at 1.544 Mbps, and provide the equivalent of 24 voice grade channels. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

51. **"Local Exchange Carrier"** or "LEC" means any carrier that provides local common carrier telecommunications services to business and/or residential subscribers within a given LATA and interconnects to other carriers for the provision of alternative telecommunications; products or services, including, but not limited to toll, special access, and private line services. This includes the Parties to this Agreement. The term "Incumbent-LEC" or I-LEC" is sometimes used to refer to the dominant LEC for a particular locality (such as GTE). By contrast, new entrants into the local exchange market are sometimes referred to as "Competitive LECs" or "CLECs," or sometimes as "Alternative LECs" or

"ALECs."

52. "**Local Exchange Routing Guide**" or "LERG" means a BellCore Reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designations.

53. "**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 GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides a local calling scope beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS."

54. "**Local Interconnection**" means (1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; (2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

55. "**Local Interconnection Trunks/Trunk Groups**" means equipment and facilities that provide for the termination of Local Traffic and intraLATA traffic.

56. "**Local Access and Transport Area**" or "LATA" means one of 161 contiguous geographic areas established pursuant to the GTE Content Decree to define the permitted operating regions of the RBOCs prior to the enactment of the Telecommunications Act of 1996.

57. "**Long Run Incremental Cost**" or "LRIC" refers to the costs a company would incur (or save) if it increases (or decreases) the level of production of an existing service or group of services. These costs consist of the costs associated with adjusting future production capacity and reflect forward-looking technology and operations methods.

58. "**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 of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECS (including a LEC and a C-LEC), or by one LEC in two or more states within a single LATA.

59. "**MDF**" or "**Main Distribution Frame**" means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

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

61. **"Meet-Point Billing"** or **"MPB"** refers to a mutual compensation arrangement whereby two LECs provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by law, regulatory requirements, this agreement or, where permissible, effective access tariffs. MPB concepts are also incorporated in some LEC-toll (intraLATA) mutual compensation arrangements.

62. **"Mid-Span Fiber Meet"** means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI

63. **"Multiple Bill/Multiple Tariff method"** means the meet-point billing method where each LEC (or C-LEC) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided switched Access Service which the LEC (or C-LEC) provides. Bellcore's MECAB document refers to this method as "Multiple Bill/Single Tariff."

64. **"Mutual Traffic Exchange"** means that the sole compensation to a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own customers for such categories of traffic and retain all revenues resulting therefrom.

65. **"North American Numbering Plan"** or **"NANP"** is the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

66. **"Network Element"** means any facility or equipment used by GTE in the provision of Exchange Services, and all features, functions and capabilities that are provided by means of such facility or equipment, including numbering systems, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.

67. **"Network Management Forum"** is a consortium of 160 U.S. and international carriers and global alliances, including SITA, Unisource and others. Their objective is to determine specific interoperability needs, so that manufacturers of network management equipment will have the detailed technical specification needed to develop interoperable standards. For the purposes of this Agreement, both Parties agree to accept the NW standards and solutions for OAM&P interconnections.

68. **"Numbering Plan Area"** or **"NPA"** is also sometimes referred to as an area

code. This is the three digit indicator which is defined by the "A," "B," and "C" digits of each "digit" telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 Possible NXX Codes. At present there are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs."

A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. In some locations, and ultimately with number portability, more than one area code will be associated with many geographic areas. A "Non-Geographic NPA," also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

69. **"NXX" "NXX Code," "Central Office Code" or "CO Code"** is defined by the "D," "E," and "F" digits of a 10-digit telephone number within the North American Numbering Plan. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches, because, in general, this approach did not conflict with geographic numbering except as the CO approached number exhaustion. Where there are multiple COs in the same geographic area, this assignment method must change. With the advent of end-user telephone number portability, the usual one-on-one association on an NXX with an end office switching entity will be severed.

70. **"OZZ Codes"** define FGD call paths through a LEC's access Tandem Office Switch.

71. **"Percent of Interstate Usage" or "PIU"** means a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

72. **"Permanent Number Portability"** means the use of a database solution to provide fully transparent TNP for all customers and all providers without limitation.

73. **"POI"** means Point of Interconnection.

74. **"Port"** and **"Slot"** are terms used to describe physical interfaces and traffic carriage capacity of some network elements. One "port" is needed for each connection capable of carrying one message into or out of the network element to other network elements. One "slot" is needed within each network element for each message to be handled simultaneously with other messages. Port categories include, but are not limited to:

a. **"2-wire analog line port"** is a line side switch connection employed to provide basic residential and business type analog telephone services.



b. **"2-wire ISDN digital fine port"** is a set of Basic Rate Interface ("BRI") line side switch connections which actually consists of multiple paths or interfaces to the switching network ("2B+D"). It is employed to provide residential and business type digital telephone services. The port connections may or may not be the same Central Office switch (network element) that provides analog services. When ISDN is provisioned as "broadband" ISDN through current generation digital switches the cost causation is totally different than when the digital service is provisioned as a set of CO port attachments.

c. **"2-wire analog DID trunk port"** is a direct inward dialing ("DID") trunk side switch connection employed to provide incoming trunk-side services. Each port provisioned permits one simultaneous connection to the customer premises equipment.

d. **"4-wire DS-1 digital DID trunk port"** is a direct inward dialing ("DID") trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk type DID trunk ports.

e. **"4-wire ISDN digital DS-1 trunk port"** is a Primary Rate Interface (PRI) trunk side switch connection which is time division multiplexed to provide the equivalent of 23 digital one or two-way trunk ports and one signaling trunk port ("23 B+D"), where the B channels can be programmed as digital DID, TIE, Private Line or Special Access trunk circuits. The port connections may or may not be the same Central Office switch (network element) that provides analog services.

75. **"PSAP"** means Public Safety Answering Points.

76. **"Rate Center"** currently refers to a specific geographic point, designated by latitude and longitude, a corresponding V and H coordinate pair, and an associated geographic area which has heretofore been defined by the incumbent LEC industry to be associated with switched message telecommunications services ("MTS"). Rate centers, sometimes also known as exchange areas, often determine the regions within which particular classes, features, and pricing for exchange services are uniformly administered. Each NPA-NXX code combination is associated with a single rate center, although any one such code may only service a fraction of the rate center area when the rate center areas circumscribes multiple serving wire centers. Where retail MTS services contain a distance sensitive rate element, the valuation of that element utilizes the calculated distance between the V and H coordinate pairs of the originating and terminating rate centers.

77. **"Rating Point"** means the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

78. **"Routing Point"** traditionally refers to a location which a LEC or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Telecommunications Services provided by the LEC or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. At present Bellcore Practice BR 795-100-100, places the Routing Point at either an "End Office" location, or a "LEC Consortium Point of

Interconnection." According to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier ("CLLI") code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. Nothing in this Agreement shall be construed to preclude either Party hereto from establishing its own Routing Points.

79. "**Service Control Point**" or "**SCP**" is network element of the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real-time processor with a database system that, based on a query from a Service Switching Point ("SSP"), performs software-based common carrier, subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

80. "**Service Switching Point**" or "**SSP**" means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

81. "**Signaling Point**" or "**SP**" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

82. "**Signaling System 7**" or "**SS7**" means the signaling protocol, Version 7, of the CCS network based upon American National Standards Institute ("ANSI") standards.

83. "**Signal Transfer Point**" or "**STP**" is a network element (presently a packet switch) that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Points ("SPs") and other network elements in order to set up calls and to query databases for digital telecommunications services using CCIS/SS7 and software-based common carrier telecommunications services.

84. "**Subsidiary**" of a Party means a corporation or other legal entity that is majority owned by such Party.

85. "**Switched Access Detail Usage Data**" shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

86. "**Switched Access Summary Usage Data**" shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

87. "**Switched Access Service**" means the offering of facilities for the purpose of the origination or termination of traffic to or from telecommunications services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

88. "**Synchronous Optical Network**" or "**SONET**" is a set of optical interface standards that allow optical transmission at rates from 51.4 Mbps to 13.22 Gbps. Synchronous optical network standard is an ultra-high-speed, fiber-optic transmission standard developed by Bellcore for large-scale, fiber-based digital transmission networks that use equipment from many different manufacturers. It

is the first telecom industry agreement on standardized interfaces between fiber optic transmission systems and is well on the way to becoming an international standard. Because all SONET-compatible devices speak a common language, network administrators will gain network-wide use of advanced operation and maintenance systems, regardless of who made individual network components. The SONET standard is built around a 51.84 Mbps basic communications channel that is multiplexed upward. SONET line-rate standards now include network bandwidths up to 2.488 Gbps, a rate equivalent to 48 basic SONET communications channels. SONET network standards incorporate present-day 1.544 Mbps DS-1 service and 44.6 Mbps DS-3 service as subsets of the 51.84 Mbps SONET basic channel. SONET will eventually become the primary avenue for transporting broadband ISDN services. Major network equipment manufacturers are introducing network products claiming conformity to the SONET standard.

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

90. "**Telecommunications Act of 1996**" or "**Act**" means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section I *et seq.*).

91. "**Telecommunications Carrier**" means any provider of telecommunications services.

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

93. "**Telephone Number Portability**" or "**TNP**" is the means by which GTE allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of telephone number capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. Permanent number portability standards will be set by regulatory action, and both Parties agree to implementation of permanent number portability at the earliest possible point in time. The performance and cost of permanent number portability meets end-user customer or co-carrier expectations on a sustainable basis. (See also Interim Number Portability and Permanent Number Portability.)

94. "**Total Service Long Run Incremental Cost**" or "**TSLRIC**" is the total additional cost incurred by a telecommunications services provider to produce the entire quantity of a service, group of services, or basic network functions, given that the telecommunications services provider already provides all its other services. TSLRIC is based on the least cost, most efficient technology that is capable of being implemented at the time the decision to provide the service is made.

95. "**Transit Calls**" or "**Intermediary Function**" means intraLATA calls (local and

toll) sent between the Parties originating from or terminating to an end user of a third-party LEC, CLEC, wireless provider, or other carrier or calls sent between the Parties destined for or originating from an IXC.

96. "**Trunk Side**" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching elements, and cannot be used for the direct connection of ordinary telephone station sets. Incoming telecommunications services from the trunk to the line-side and for trunk-side-to-trunk side connections within any switching element should experience no less than a P.001 blocking probability in the average peak busy hour of the year, and should meet or exceed this level at all other times. This is a means to ensure that end-to-end blocking, which is cumulative, does not exceed a consistent P.02 for all call types in a multi-carrier network.

97. "**Vertical Features**" means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line./Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable, Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

98. "**Wire Center**" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of telecommunications services are located. The Parties hereby agree that interconnection will be available at any wire center which meets any or all legislative, judicial and regulatory eligibility standards for interconnection. Interconnection services and access to these interconnections shall not unreasonably be withheld by either Party on any grounds.

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

# ATTACHMENT C-1

## Unbundled Products and Services and New Services

Service:Virtual Collocation

Description:Virtual Expanded Interconnection Service ("VEIS") provides for location interconnection in collocator-provided/GTE leased fiber optic facilities to GTE's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

COLLOCATION ELEMENTS	
Nonrecurring Costs	\$ 3,749.00
Physical Engineering Fee per Request	
Building Modifications per Central Office	\$ 15,468.00
Simple Moderate	\$ 21,305.00
Complex	\$ 27,189.00
DC Power per 40 Amps	\$ 4,191.00
Cable Pull per 12 Fibers	\$ 1,075.00
Cage Enclosures per Cage	\$ 4,705.00
Monthly Recurring	\$ 2.33
partitioned Space per Sq. Ft.	\$ 388.26
DC Power per 40 Amps	\$ 15.22
Cable Pull per 12 Fibers	
Monthly Recurring for EIS	\$ 1.53
DSO level connection	\$ 3.22
DS1 level connection	\$ 23.84
DS3 level connection	

All other states, the rates, terms and conditions will be applied as set forth in GTE's applicable EIS and/or collocation tariffs.

# ATTACHMENT C-1 (con'td)

Service:Physical Collocation

Description:Per FCC - (10/19/92 FCC Order, para 39)

Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

Rates, Terms and Conditions:

COLLOCATION ELEMENTS	
Nonrecurring Costs	\$ 3,749.00
Physical Engineering Fee Request	
Building Modification per Central Office	
Simple	\$ 15,468.00
Moderate	\$ 21,305.00
Complex	\$ 27,189.00
DC Power per 40 Amps	\$ 4,191.00
Cable Pull per 12 Fibers	\$ 1,075.00
Cage Enclosures per Cage	\$ 4,705.00
Monthly Recurring	
Partitioned Space per Sq. Ft.	\$ 2.33
DC Power per 40 Amps	\$ 388.26
Cable Pull per 12 Fibers	\$ 15.22
Monthly Recurring for EIS	
DSO level connection	\$ 1.53
DS1 level connection	\$ 3.22
DS3 level connection	\$ 23.84

All other states, the rates and availability will be as set forth in GTE tariffs applicable to EIS and/or virtual collocation arrangements.

ATTACHMENT C-2  
**Unbundled Products and Services and New Services**

Service: Unbundled Exchange Access Loop

Description: Loop Elements

1. Service Description: A "Loop" is an unbundled component of an Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame ("MDF") or functionally comparable piece of equipment in a GTE end office or wire center to a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a Loop may be provided via other media, including radio frequencies, as a channel on a high capacity feed/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.
  - a. "2-wire analog voice grade" loops will support analog transmission of 300-3000 Hz, repeat loop start of ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end users). This loop is commonly used for local dial tone service.
  - b. "4-wire analog voice grade" loops conform to the characteristics of a 2-wire voice grade loop and, in addition, can support the simultaneous independent transmission of information in both directions.
  - c. "2-wire ISDN Digital Grade Lines" or "BRI ISDN" which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel BRI ISDN is a 2B+D Basic Rate Interface Integrated Services Digital Network (BRI-ISDN) which will meet national ISDN standards.
  - d. "2-wire ADSL Compatible Loop" or "ADSL 2w" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL 2W is provided over a 2 Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2 wire electrical interface at the Customer premises and at the GTE Central Office frame.
  - e. "2-wire HDSL Compatible Loop" or "HDSL 2-W" is transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-wire non-loaded twisted copper pair meeting the specifications in ANSI-T1E1 Committee Technical Report Number 28. HDSL compatible loops are available only where existing copper facilities can meet T1E1 Technical Report Number
  - f. "4 Wire HDSL Compatible Loop" or HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2 Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.
9. "Integrated Digital Loop Carrier" or "Integrated DLC" is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

Unbundled Exchange Loop Type	Monthly Charges	Nonrecurring Charges	
		First	Additional
Analog 2W	\$19.65	\$XX.XX	\$XX.XX
Analog4W	\$27.51	\$XX.XX	\$XX.XX
BRI ISDN	\$XX.XX	\$XX.XX	\$XX.XX
ADSL 2W	\$XX.XX	\$XX.XX	\$XX.XX
HDSL 2W	\$XX.XX	\$XX.XX	\$XX.XX
HDSL 4W	\$XX.XX	\$XX.XX	\$XX.XX
Integrated DLC	\$XX.XX	\$XX.XX	\$XX.XX
Loop Cross-Connection	\$XX.XX	\$XX.XX	\$XX.XX
Basic Network Interconnection Device ("NID")	\$1.86	\$XX.XX	\$XX.XX
12x NID	\$2.00	\$XX.XX	\$XX.XX

Special Service Requirements:

1. Features, Functions, Attributes, Etc.. To the degree possible, all transport-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals that apply to the bundled services will apply to unbundled loops.

a. GTE will not monitor the unbundled loop for maintenance purposes. ACSI will be required to provision a loop testing device either in its CO, Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by ACSI.

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

Both recurring and non-recurring rates set forth above will be changed to reflect permanent rates established pursuant to the schedule set for in the Arbitrator's Award in Docket No. 14673.



ATTACHMENT C-2 (cont'd)

2. Digital Loop Carrier. Where GTE utilizes digital loop carrier ("DLC")\* technology to provision the Loop element of an unbundled Exchange Service to an end user customer who subsequently determines to assign the Loop element to ACSI and receive Exchange Service from ACSI via such Loop, GTE shall deliver such Loop to ACSI on an unintegrated basis, pursuant to ACSI's chosen hand-off architecture.

\* See Bellcore, TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier ("IDLC") Requirements, Objectives and Interface.

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

3. Network Interconnection Device MID"), GTE will provide access to its NID at each customer location for which ACSI orders an unbundled loop, pursuant to the schedule stated above.

### ATTACHMENT C-3

#### **Unbundled Products and Services and New Services**

Service:Channelization System for Unbundled Exchange Access Loops

Description:This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS I level for connection with the ACSI's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer. Rates for loop channelization will be established according to Section LXI of the Agreement.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in GTE's Intrastate Access Service Tariff.

## ATTACHMENT C4

### Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: Port Elements

I Service Description. "Port" is an unbundled component of an Exchange Service that provides for the interconnection of individual loops to the switching components of GTE's network. In general, it is a line card and associated peripheral equipment on a GTE end office switch that serves as the hardware termination for the subscriber's Exchange Service on that switch and generates dial tone and provides the subscriber a pathway into the public switched telecommunications network. Each port is typically associated with one (or more) telephone number(s), which serve as the customer's network address.

2. Types of Ports. There are two basic types of port services, line-side and trunk-side, each of which provide certain types of functions:

2.1 Line-side Ports provide the following types of functions:

On-hook and off-hook detection  
Dial tone  
Digit reception and interpretation (dial pulse or dual tone multi-frequency)  
Network call routing to the called telephone number  
Audible ringing and power ringing  
Automatic message accounting ("AMA") recording  
Disconnect detection  
Access to GTE switch based services and functions

2.2 Trunk-side Ports provide the following types of functions:

Digit pulsing ("DP") dual tone multi-frequency ("DTMF") and multi frequency ("MF")  
Digit reception and interpretation  
Network routing toward terminating telephone number  
Answer detection and supervision signaling  
Access to GTE switch based services and functions

3. Rates: CONTEL AND GTE

2-WIRE	\$3.65/month
DS- 1	\$54.60/month

## ATTACHMENT C4 (cont'd)

### Special Service Requirements:

1. Switching functionalities in the port element include dialtone, screening, recognition of service request, recognition of call-specific information, digit analysis, routing, testing, recordings, signal generation, call completion or handoff, SSP functionality and tables, PIC tables, trunk tables, class of service tables, billing record generation, and AIN tables.
2. ACSI's purchase of the port element for a specific switch avails to it all the features and functionality on that switch.
3. ACSI can interconnect loops from any source to the line port(s) that it purchases on the same terms/conditions/intervals as loops provided by GTE.
4. ACSI can use the port element to provide any local exchange service, including switched access services.
5. Optional functionality to support CLASS/Customer Calling features will be included with the port element. No additional charges will apply.
6. Functionality to craft Centranet offerings (call transfer, special dialing, etc.) will be available as part of the port element.
7. Ports Available as Unbundled Network Elements. There are five types of ports available as unbundled network elements:
  - 7.1 "2-wire analog line" Port is a line-side switch connection employed to provide basic residential and business type Exchange Service.
  - 7.2 "4-wire analog line" Port has the characteristics of a 2-wire analog port and is used in conjunction with 4-wire analog voice grade loops.
  - 7.3) "2-wire ISDN digital line" Port is a Basic Rate Interface ("BRI") line-side switch connection employed to provide ISDN Exchange Services.
  - 7.4 "2-wire analog DID trunk" Port is a direct inward dialing ("DID") trunk-side switch connection employed to provide incoming trunk-type Exchange Services.
  - 7.5 "4-wire DS-1 digital DID trunk" Port is a direct inward dialing ("DID") trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk-type Exchange Services.
  - 7.6 "4-wire ISDN digital DS-1 trunk" Port is a Primary Rate Interface ("PRI") trunk side switch connection employed to provide the ISDN Exchange Services.
8. Features, Functions, Attributes, Etc.. To the degree possible, all switch-based features, functions, service attributes, grades-of-service and install, maintenance and repair intervals that apply to the bundled service will apply to unbundled Ports.



**ATTACHMENT C-5**  
**Unbundled Products and Services and New Services**

Service: Transport

Description: Transport is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame ("MDF") or functionally comparable piece of equipment in a GTE end office or access tandem to either (i) another MDF or functionally comparable piece of equipment in a GTE end office or access tandem, or (ii) a meet point with transport facilities of CLEC or another carrier. Transport may be provided over a variety of media, including, but not limited to, copper cables, radio frequencies or channels on a high capacity facility.

Rates: Unbundled transport is provided under rates, terms and conditions of the applicable GTE access tariff.

## ATTACHMENT C-6

### Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of GTE's Signaling System 7 ("SS7") network for both call setup and non-call setup purposes.

Rate Elements	Monthly Rates	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection	\$155.00	-----		56 Kpbs facility
CCS7 Signalization Termination	\$355.00	-----	\$510.00	STP Port
CCS7 Signaling Usage	-----	\$0.000023 \$0.000050	----- -----	Call Set up Mssg. T-Cap Msg.
CCS7 Signaling Usage Surrogate*	395.00	-----	-----	56 Kpbs facility

\* - Where signaling usage measurement capability exists, CCS7 Signaling Usage will be billed on a per signaling message basis. Where measurement capability does not exist, CCS7 Signaling Usage will be billed on a per 56 Kpbs facility basis.

## ATTACHMENT C-7

Unbundled Products and Services and New Services

[RESERVE FOR FUTURE USE]

## Unbundled Products and Services and New Services

ATTACHMENT C-8

Service: Line Information Database Access Service ("LIDB") - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in GTE's LIDB data base. See below for additional information.

Rate Elements	Description	Monthly	MONTHLY	
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a GTE calling card or requests and receives the status of a billed number associated with a LEC line stored in the GTE LIDB.		Tariffed Charges	Tariffed Charges
LIDB Validation	Provides for query of data in GTE's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in GTE's LIDB.	Tariffed Charges	Tariffed Charges	
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer request for Originating Point code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	Tariffed Charges	Tariffed Charges	
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections as set forth in GTE's Intrastate Access Services Tariff.	Tariffed Charges	Tariffed Charges	



ATTACHMENT C-9

Unbundled Products and Services and New Services

[RESERVED FOR FUTURE USE]

ATTACHMENT C-10

Unbundled Products and Services and New Services

[RESERVED FOR FUTURE USE]

ATTACHMENT C-11

**Unbundled Products and Services and New Services**

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides dialing instructions, and other operator assistance the customer may desire.

Rate(s): Rates for Operator Call Processing Access Services will be established in a separate contract between GTE and ACSI.

## ATTACHMENT C-12

### Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: In order to provide customers of the co-carriers access to ubiquitous directory assistance services, whereby they can gain information on all assigned numbers regardless of the exchange service provider, methods and procedures need to be developed to 1) incorporate GTE and ACSI customer data into each other's directory assistance databases, provide access to each other database(s) for their customers; 3) to buy and sell companies of each other's directory assistance and use.

Rate(s): Rates for Directory Assistance Access Service will be established in a separate contract between GTE and ACSI.

#### Special Service Requirements:

1. DA Service hereunder provides the ability to make ACSI's data available to anyone calling GTE's DA, and GTE's data available to anyone calling ACSI's DA.
2. GTE shall store proprietary customer information provided by ACSI in its AA database; such information shall be able to be identified by source provider in order to provide the necessary protection of proprietary information.
3. DA Service includes the ability to complete intraLATA, 555 and 411 calls utilizing components of GTE's DA network.
4. ACSI may resell GTE DA either as part of a bundled ACSI service or independently.
5. There will be no charge for GTE storage of ACSI customer information in the Directory Assistance Database.
6. The end-to-end interval for updating database must be the same as provided to GTE's end users.
7. GTE will provide ACSI with an interface into GTE's database for updating and inquiries.
8. Quality standards shall be equivalent to that provided by GTE to its own customers.
9. Speed-to-answer times will be equivalent to that provided by GTE to its own customers.
10. Dialing parity will be provided, including no unreasonable dialing delays.

ATTACHMENT C- 12 (cont'd)

11. GTE will incorporate ACSI customer data in its DA database via the ordering process specified in the ACSI/GTE Directory Agreement and/or GTE's CLEC guide..
12. GTE's DA database shall be updated and maintained with ACSI data for customers who:
  - Disconnect
  - Change carrier
  - Install
  - "Change" orders
  - Are Non-Published
  - Are Non-Listed
  - Are Non-Published/Non-Listed
13. Each carrier shall bill its own end-users.

Special Service Requirements (cont'd):

14. GTE invoices to ACSI for DA Services shall be in a CABS format.
15. The Parties agree to develop reasonable intercompany procedures to correct errors which are identified in the DA database.

## ATTACHMENT D

### TERMS ADOPTED FROM THE AT&T ARBITRATED AGREEMENT

ATTACHMENT D  
APPENDIX RESALE

GTE - ACSI LOCAL INTERCONNECTION AND NETWORK ELEMENT PRICES

<u>NETWORK LOCAL INTERCONNECTION/ELEMENT</u>	<u>Commission Decision</u>
LOCAL LOOPS Local Loop 2-Wire Analog Voice Grade Loop, Per Month Nonrecurring 4-Wire Analog Voice Grade Loop, Per Month Nonrecurring Network Interface Device Basic NID 12x NID	   \$19.65 Study Required \$27.51 Study Required  \$1.86 \$2.00
LOCAL SWITCHING (Must purchase a port) Ports 2-Wire Basic Port Nonrecurring DS-1 Port Nonrecurring Local Switching Originating MOU Setup MOU Average MOU Terminating MOU Setup MOU Average MOU Intrastate End Office Switching Originating MOU Setup MOU Average MOU Terminating MOU Setup MOU Average MOU Interconnection Charge Intrastate MOU Carrier Common Line Intrastate -Originating -Terminating	   \$4.02 Study Required 60.06 Study Required   \$0.0088173 \$0.0012553 \$0.0036192   \$0.0073541 \$0.0012560 \$0.0032276   \$0.0088173 \$0.0012553 \$0.0036192   \$0.0073541 \$0.0012560 \$0.0032276   \$0.0078026   \$0.0318779 \$0.0318779

NETWORK LOCAL INTERCONNECTION / ELEMENT	COMMISSION Decision
Interstate End Office Switching Originating MOU Setup MOU Average MOU Terminating MOU Setup MOU Average MOU Interconnection Charge Intrastate MOU Carrier Common Line -Intrastate -Originating -Terminating Features Various	  \$0.0088173 \$0.0012553 \$0.0036192  \$0.0073541 \$0.0012560 \$0.0032276  \$0.0079315   \$0.0100000 \$0.0195150  Resale Tariff
Local Interconnection A. Bill and Keep +/- 10% Traffic B. Out of Balance Terminating Traffic Average MOU	 Interim \$0.0032276
Dedicated Transmission (major elements only) Entrance Facility 2 Wire Voice 4 Wire Voice DS1 Standard 1st System DS1 Standard Add'l System DS3 Protected, Electrical DS1 to Voice Multiplexing DS3 to DS1 Multiplexing Direct Trunked Transport Voice Facility Per ALM DS1 Facility Per ALM DS1 Per Termination DS3 Facility Per ALM DS3 Per Termination  Common/Shared Transmission Facilities Transport Termination Average MOU/Term Transport Facility per Mile Average MOU/Mile	  \$31.14 \$44.01 \$145.20 \$145.20 \$908.83 \$175.00 \$256.85  \$2.52 \$1.39 \$31.83 \$33.02 \$306.99   \$0.0000726  \$0.0000031



<u>Network Local Interconnection/Element</u>	<u>Commission Decision</u>
Tandem Switching Setup MOU Average MOU  Databases and Signaling Systems Signaling Links and STP 56 Kbps Links DS-1 Link Signal Transfer Point Port Term Call Related Databases Line Information Database (ABS-Quenes) Line Information Database Transport (ABS-Quenes) Toll free Calling Database (DB800 Quenes)	\$0.0011286 \$0.0005183 \$0.0008209   \$83.91 \$145.20 \$240.97  \$0.039 \$0.0051 \$0.010909
Service Provider Number Portability Service Provider Number Portability per number ported Simultaneous Call Capability - Additional  Other Network Elements Operator Services Directory Assistance Subscriber Numbers  Collocation Elements Non recurring Costs Physical Engineering Fee Per Request  Building Modifications Per Central Office Simple Moderate Complex  DC Power per 40 Amps Cable Pull per 12 Fibers Cage Enclosure per Cage  Monthly Recurring Partitioned Space per Sq. Ft. DC Power per 40 Amps Cable Pull per 12 Fibers  Monthly Recurring for EIS DSO level connection DS1 level connection DS3 level connection	\$3.93 \$2.61   Under Study Under Study Under Study   \$3,749.00   \$15,468.00 \$21,305.00 \$27,189.00  \$4,191.00 \$1,075.00 \$4,705.00   \$2.33 \$388.26 15.22   \$1.53 \$3.22 \$23.84

## ATTACHMENT E

### DEFAULT TERMS OFFERED BY GTE

Pursuant to Article XXI of the Agreement, the following default terms shall be applied in the event the ACSI terms are deemed to be unlawful, or are stayed or enjoined by a court or commission of competent jurisdiction.

The following provision shall be substituted as a default term for Article XIV.B.2:

Restrictions on Resale: The following restrictions shall apply to the resale of retail services by ACSI:

- A. ACSI shall not resell below cost services;
- B. ACSI shall not resell to one class of customers a service that is offered by GTE only to another class of customers in accordance with State requirements (e.g., R-1 to B-1, disabled services of Lifeline services to non-qualifying customers);
- C. ACSI shall not resell services that are provided at a volume discount;
- D. ACSI shall only resell "grandfathered" services as described below;
- E. ACSI shall not resell services to the disabled;
- F. ACSI shall not resell ICB/contract services;
- G. ACSI shall not resell public pay telephone lines;
- H. ACSI shall not resell semi-public pay telephone lines;
- I. ACSI shall not resell COCOT lines or coinless lines;
- J. ACSI shall not resell promotional offerings;
- K. ACSI may resell Lifeline-type services, but no discount shall apply and they shall only be resold to end users/customers who qualify under GTE's tariffs and state/Commission rules, orders and regulations;
- L. ACSI shall not resell private line services;
- M. ACSI shall not resell voicemail; and

N. ACSI may resell use of AIN services, but without a discount

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

Services identified in GTE Tariffs as grandfathered in any manner are available for resale without a discount only to end user customers that already have such grandfathered service. An existing end user customer may not

move a grandfathered service to a new service location.

The following provision shall be substituted as a default term for Article XIV.E.2:

List of Services Available for Resale. The type of services listed on this Attachment E are available for resale by ACSI. Subject to the limitations on resale enumerated herein, any new services that GTE offers in the future at retail to customers who are not telecommunications carriers shall also be available to ACSI for resale.

The following provision shall be substituted as a default term for Article XIV.C.5:

Nonrecurring Charges. ACSI shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resale Services. No discount applies to NRCs.

The following provision shall be substituted as a default term for Article XIV.E.3:

Rates. The rates contained in the Attachment E, including rates which may be triggered under Article XXI, are based upon a wholesale discount from GTE's retail rates as provided in Article XIV of the Agreement and are subject to change resulting from future Commission or other proceedings, including, but not limited to, any generic proceeding to determine GTE's unrecovered costs (e.g. historic costs, contribution, undepreciated reserve, deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigations as set forth in Article XXI of the Agreement. The wholesale rates for all Services currently available for resale are appended to this Attachment E.

Charges associated with the installation of new services or features or changes to existing services or features are identified in this Attachment E. No discount applies to NRCs.

The following provision shall be substituted as a default term for Article XIV.E.5.2:

ACSI will be billed for unbranding or rebranding and Customized Routing at rates specified on this Attachment E.

## ATTACHMENT F

### BLANKET AGENCY AGREEMENT LETTER

I am an official of American Communications Services, Inc. ("ACSI") and am authorized to commit my company to the conditions stated herein:

1. ACSI will not submit any requests or inquiries for Resale or Facility Based local service provisioning under Blanket Agency Agreement procedures to GTE for which it does not have proper authorization from the End User upon whose behalf service is offered.
2. ACSI will instruct its End Users to deal directly with ACSI on all inquiries concerning the Local Service. This may include, but is not limited to, billing, repair, directory listings, and number portability
3. GTE is authorized to release all information regarding the End User's local service to ACSI.
4. In the event that an End User successfully challenges action taken by GTE as a result of the above mentioned service request, ACSI will indemnify and hold harmless GTE for any reasonable damages or losses, resulting from ACSI's preparation and submission of service requests for which it did not have proper End User authorization.
5. In the event that an End User successfully challenges billing which resulted from local service requests submitted to GTE by ACSI under this Blanket Agency Agreement, then ACSI will indemnify and hold harmless GTE for any reasonable damages, losses, and costs, if any, arising from GTE provisioning and maintenance of the End User's local service due to errors in the ordering of said service by ACSI.
6. In the event that an End User disputes actions taken by ACSI as a result of a submission by ACSI of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User authorization, then ACSI will indemnify and hold harmless GTE for any reasonable damages, losses, and costs, if any, resulting from said dispute.
7. This Agreement shall continue in effect unless canceled by prior written notice by ACSI or GTE thirty (30) days prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

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[Signed]

## ATTACHMENT G

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

1. Purpose and Agreement.
  - 1.1 Purpose. The purpose of this Attachment G is to define the terms and conditions under which the Parties shall provide access to one another to their poles, ducts, conduits and rights-of-way.
  - 1.2 Agreement. Owner agrees to provide Licensee with nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by Owner, where available, consistent with the requirements of 47 U.S.C. § 224 and the FCC's implementing regulations promulgated thereunder and subject to the terms and conditions set forth in this Attachment G.
2. Definitions.
  - 2.1 "Attachment Fee" means the fee assessed per pole and paid by Licensee to place Attachments on Owner's poles.
  - 2.2 "Attachments" means the equipment reasonably required by Licensee to provide its Telecommunications Services that is placed on Owner's poles.
  - 2.3 "Conduit Occupancy Request" means a written request from Licensee to place Licensee's Facilities in Owner's conduit, submitted in accordance with Section 4.3 of this Attachment G.
  - 2.4 "Duct" or "innerduct" means a single enclosed raceway used to house facilities to provide Telecommunications Services.
  - 2.5 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
  - 2.6 "Licensee" when referring to poles, duct, conduits and rights-of-way of which GTE is the sole owner or licensee or is a joint owner or licensee, shall refer to ACSI, and when referring to poles, ducts, conduits and rights-of-way of which ACSI is the sole owner or licensee or is a joint owner or licensee, shall be understood to refer to GTE.

- 2.7 "Licensee's Facilities" means all facilities, including, but not limited to, cables, equipment and associated hardware, owned or leased by Licensee and utilized by Licensee to provide Telecommunications Services that occupy Owner's conduit or are attached to Owner's poles.
- 2.8 "Make-Ready Work" means all work, including, but not limited to, rearrangement or transfer of existing facilities or other changes required to accommodate the Licensee's Facilities.
- 2.9 "Manholes" and "handholes" mean subsurface enclosures that personnel may enter and use for the purpose of installing, operating and maintaining telecommunications facilities.
- 2.10 "Occupancy Fee" means the fee paid by Licensee to Owner assessed per linear foot of innerduct occupied by Licensee's Facilities in Owner's conduit(s).
- 2.11 "Owner" when referring to poles, ducts, conduits and rights-of-way of which GTE is the sole owner or licensee or is a joint owner of licensee, shall refer to GTE, and when referring to poles, ducts, conduits and rights-of-way of which ACSI is the sole owner or licensee or is a joint owner or licensee, shall be understood to refer to ACSI.
- 2.12 "Owner's conduit(s)" or "Owner conduit(s)", means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities.
- 2.13 "Owner's poles" or "Owner pole" means a pole or poles solely owned by Owner, jointly owned by Owner and another entity, and space on poles obtained by Owner through arrangements with the owner(s) thereof.
- 2.14 "Pole Attachment Request" or "PAR" means a written request from Licensee to attach its facilities to Owner's poles, submitted in accordance with Section 3.3 of this Attachment G.
- 2.15 "Telecommunications Service" or "Telecommunications Services" mean the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used, as defined in 47 U.S.C. § 153(51).

### 3. Pole Attachment

#### 3.1 Purpose.

- 3.1.1 Licensee represents to Owner that Licensee has a need to place Licensee's Facilities on Owner's poles for the purpose of providing Telecommunications Services.
- 3.1.2 Owner agrees to permit Licensee to place Licensee's Facilities on such Owner poles as Owner may allow pursuant to Pole Attachment Requests from Licensee approved in

accordance with Section 3.3.1 of this Attachment G, on the terms and conditions set forth herein.

- 3.2 Grant of License. Owner grants to Licensee and Licensee accepts from Owner a nonexclusive revocable license to place and maintain in a designated space on specified Owner poles Licensee's Attachments on the terms and conditions set forth herein. Licensee shall have no further right title,

or other interest in connection with Owner's poles. Owner shall have the right to grant, renew or extend privileges to others not parties to this Agreement to place Attachments on or otherwise use any or all Owner poles. Nothing herein is intended to, nor should it be construed to require Owner to construct or modify any facilities not needed for its own service requirements, except as may be expressly required by law. Owner grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Services only with the Attachments covered by this Attachment.

### 3.3 Pole Attachment Requests ("PARS").

- 3.3.1 Upon execution of this Agreement or as soon thereafter as is reasonable, Licensee shall submit a written Pole Attachment Request ("PAR") to Owner specifying the Owner poles upon which Licensee desires to place Attachments. No Attachment shall be placed on any Owner pole identified in a PAR until that PAR has been approved by Owner. The timeframe for processing PARS is 10 days. In determining the space available on an Owner pole for Licensee's Attachment, Owner shall not include the space reserved for future use by Owner. Upon the approval of the PAR, Owner shall return one copy thereof to Licensee bearing an endorsement acknowledging Owner's authorization. All Attachments placed on Owner's poles pursuant to an approved PAR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PARS for approval by Owner as needed. Owner shall not unreasonably withhold, delay or restrict approval of any properly submitted PAR.
- 3.3.2 Owner shall charge Licensee a fee for processing a PAR designed to compensate Owner for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the Owner poles included in the PAR.
- 3.3.3 Upon receiving an approved PAR, Licensee shall have the right, subject to the terms and conditions of this Agreement, to place and maintain the facilities described in the PAR in the space designated on the Owner poles identified therein.
- 3.3.4 If it is necessary to rearrange any facilities on or to reinforce, replace or add support equipment to any one or more of the poles included in a PAR in order to accommodate Licensee's facilities, Owner shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of the Make-Ready Work needed to accommodate Licensee's Attachments. Within fifteen (15) days after receiving such notice from Owner, Licensee shall notify Owner either (1) that Licensee shall reimburse Owner for all costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that Licensee desires to cancel its PAR.
- 3.3.5 Licensee is not authorized and shall have no right to place facilities on any Owner pole unless that Owner pole is identified in a PAR approved in accordance with Section 3.3.1 of this Attachment G.

3.4 Authorization to Place Attachments.

- 3.4.1 Before Licensee places any Attachments on Owner's poles pursuant to an approved PAR, Licensee shall submit evidence satisfactory to Owner of its authority to erect and maintain the facilities to be placed on Owner's poles within the public streets highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all rights of way, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place Attachments on Owner's poles.
- 3.4.2 Owner shall not unreasonably intervene against or attempt to delay the granting of any licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required for Licensee to place its Attachments on Owner's poles.
- 3.4.3 If any right of way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, permission to attach to Owners poles shall terminate immediately and Licensee promptly shall remove its Attachments. Should Licensee fail to remove its Attachments within thirty (30) days of receiving notice to do so from Owner, Owner shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Owner being deemed guilty of trespass or conversion, and without Owner becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Owner to remove Licensee's Attachments shall be reimbursed to Owner by Licensee upon demand by Owner.
- 3.4.4 Upon notice from Owner to Licensee that the cessation of the use of any one or more of Owners poles is necessary for reasons of safety or has been requested or directed by any federal, state or municipal authority, or private property owner, permission to attach to such pole or poles shall terminate immediately and Licensee promptly shall remove its Attachments therefrom. Should Licensee fail to remove its Attachments within thirty (30) days of receiving notice to do so from Owner, Owner shall have the



option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Owner being deemed guilty of trespass or conversion and without Owner becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Owner to remove Licensee's Attachments shall be reimbursed to Owner by Licensee upon demand by Owner.

- 3.5 Placement of Attachments. Licensee shall, at its own expense, place and maintain its Attachments on Owner's poles in accordance with (i) such requirements and specifications as Owner shall from time to time prescribe in writing, (ii) in compliance With any rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code (most current edition) and the applicable rules and regulations of the Occupational Health and Safety Act. Licensee agrees to comply, at its sole risk and expense, with all reasonable specifications established by Owner.
- 3.6 Failure of Licensee to Place Attachments. Once Licensee has obtained an approved PAR, Licensee shall have fifteen (15) days from the date the PAR is approved to begin the placement of its Attachments on the Owner poles covered by the PAR. If Licensee has not begun placing its Attachments within that fifteen (15) day period, Licensee shall so advise Owner with a written explanation for the delay. If Licensee fails to advise Owner of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the fifteen (15) days prescribed by this Section 3.6, the previously approved PAR shall be deemed rescinded by Owner and Licensee shall have no further right to place Attachments pursuant to that PAR.
- 3.7 Attachment Fees:
  - 3.7.1 Licensee shall pay to Owner an Attachment Fee, consistent with 47 U.S.C. § 224 and the FCC's implementing regulations promulgated thereunder for each Owner pole upon which Licensee obtains authorization to place an Attachment. The Attachment Fee may be increased by Owner from time to time in accordance with applicable law upon thirty (30) days written notice to Licensee.
  - 3.7.2 Attachment Fees shall become due and payable on the date a PAR is approved by Owner for all Owner poles identified in that PAR on a pro rata basis until the end of the then current year and thereafter on an annual basis within thirty (30) days of the date of a statement from Owner specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or other maximum lawful rate.

- 3.7.3 Owner shall maintain an inventory of the total number of Owner poles occupied by Licensee based upon the cumulative number of poles specified in all Requests for Attachment approved in accordance with Section 3.3.1 of this Attachment G. It shall be Licensee's sole responsibility to notify Owner in writing of any and all removals of Attachments from Owner's poles. Such notice shall be provided to Owner at least thirty (30) days prior to the removal of the Attachments. Licensee shall remain liable for an Attachment Fee on each Owner pole included in all approved PARS until a Notice of Removal has been received by Owner. Owner may, at its option, conduct a physical inventory of Licensee's Attachments in accordance with Section 3.10 of this Attachment G for purposes of determining the Attachment Fees to be paid by Licensee under this section.

3.8 Modifications, Additions or Replacements to Existing Attachments

- 3.8.1 Licensee shall not modify, add to or replace facilities on any pre-existing Attachment on an Owner pole without first notifying Owner in writing of the intended modifications, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the poles involved.
- 3.8.2 Should Owner determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate Licensee's modification, addition or replacement Owner will so notify Licensee, whereupon Licensee will be required to submit a PAR in compliance with Section 3.3.1 of this Attachment G in order to obtain authorization for the modification, addition or replacement of its facilities.
- 3.8.3 Access to Owner's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 3.12 of this Attachment G.

3.9 Charges for Unauthorized Attachments

- 3.9.1 It is agreed that a charge equal to five (5) times the amount of the Attachment Fee shall be paid by Licensee to Owner for each unauthorized Attachment to an Owner pole. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay Owner an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on the Owner pole. In the event

## ATTACHMENT G (cont'd)

that the date the unauthorized Attachment was first placed on an Owner pole cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with Section 3.10 of this Attachment G or, if no physical inventory has been conducted, the date the first PAR from Licensee was approved in accordance with Section 3.3.1 of this Attachment G. Licensee also shall pay to Owner all costs incurred by Owner to rearrange any unauthorized Attachment(s) of Licensee in order to accommodate the Attachment(s) of another Party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Attachment(s). Licensee shall also pay to Owner all costs incurred by Owner to reinforce, replace or modify an Owner pole, which reinforcement, replacement or modification was required, in Owner's opinion, as a result of the unauthorized Attachment of Licensee.

3.9.2 For purposes of this section, an unauthorized Attachment shall include, but not be limited to:

- (a) An Attachment to an Owner pole, which pole is not identified in any PAR approved in accordance with Section 3.3.1 of this Attachment G;
- (b) An Attachment that occupies more space than that allocated to Licensee by Owner;
- (c) An Attachment that is not placed in accordance with the provisions of Section 3.8 of this Attachment G;
- (d) An addition or modification to a pre-existing Attachment that impairs the structural integrity of the involved Owner pole(s);
- (e) An Attachment that consists of facilities owned or controlled by, and for the use of, a Party other than Licensee.

3.10 Surveys and Inspections of Pole Attachments.

- 3.10.1 The total number and exact location of Licensee's Attachments on Owner's poles may be determined, at Owner's discretion, through a survey to be made not more than once per calendar year by Owner. If so requested, Licensee and/or any other entity owning or jointly owning the poles with Owner may participate in the survey. The costs incurred by Owner to conduct the survey shall be reimbursed to Owner by Licensee upon demand by Owner. If the Attachments of more than one Licensee are surveyed, each such Licensee shall contribute a proportionate share of the costs reimbursed to Owner.

- 3.10.2 Apart from surveys conducted in accordance with Section 3.10.1 above, Owner shall have the right to inspect any Attachment of Licensee on Owner's poles as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by Owner, reimburse Owner all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by Owner shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Attachment G.

3.11 Modification, Alteration, Movement or Replacement of Poles by Owner.

- 3.11.1 If Owner plans to modify or alter any Owner pole(s) upon which Licensee has Attachments, Owner shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter its Attachments on the Owner poles to be modified or altered by Owner. Licensee shall so notify Owner in writing. Licensee shall bear a proportionate share of the total costs incurred by Owner to make such poles accessible to Licensee.

- 3.11.2 If Owner moves the location of or replaces any Owner pole(s), Licensee shall concurrently relocate Licensee's Attachments. At Licensee's request, Owner may provide on-site personnel for such relocation. Licensee shall be solely responsible for the costs of the relocation of Licensee's Attachments. To the extent Owner receives reimbursement from a third party for the relocation of Owner's pole(s), Owner will credit or reimburse Licensee for its proportionate share of the reimbursement based upon the total amount of space occupied by Licensee's Attachments.

- 3.12 Repair and Replacement of Poles. If Owner is required to repair or replace any Owner pole as a result of rain, wind, lightning, natural disaster or other Act of God, the costs to repair or replace any and all poles so affected on which Licensee has Attachments shall be reimbursed to Owner by Licensee in proportion to the percentage of usable space designated for Licensee's Attachments on such poles. Reimbursement shall be payable on demand by Owner.

- 3.13 Removal or Relocation of Licensee's Attachments. At Owners option and at Licensee's sole cost and expense, Licensee shall remove, relocate, modify or rearrange Licensee's Attachments upon thirty (30) days notice from Owner as required by Owner for its own service needs.

4. Ducts and Conduits.

4.1 Purpose

4.1.1 Licensee represents to Owner that Licensee has a need to occupy, place and maintain Licensee's Facilities within Owner's conduit(s) for the purpose of providing Telecommunications Services only.

4.1.2 Owner agrees to permit Licensee to occupy, place and maintain Licensee's Facilities within Owner's conduit(s) as Owner may allow pursuant to Conduit Occupancy Requests from Licensee approved by Owner in accordance with Section 4.3 of this Attachment G, on the terms and conditions set forth herein.

4.2 Grant of License. Owner grants to Licensee and Licensee accepts from Owner a nonexclusive revocable license to occupy, place and maintain in a designated space in specified Owner's conduits Licensee's Facilities on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with Owner's conduits(s). Owner shall have the right to grant, renew or extend privileges to others not Parties to this Agreement to occupy, place and maintain facilities in Owner's conduit(s). Nothing herein is intended to, nor should it be construed to require Owner to construct or modify any facilities not needed for its own service requirements, except as may be expressly required by Law. Owner grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Services with Licensee's Facilities covered by this Attachment.

4.3 Conduit Occupancy Requests.

4.3.1 Upon execution of this Agreement or as soon thereafter as is reasonable, Licensee shall submit a written Conduit Occupancy Request to Owner specifying Owner's conduits in which Licensee desires to place Licensee's Facilities. No facilities of any kind shall be placed in any Owner's conduit(s) identified in a Conduit Occupancy Request until that Conduit Occupancy Request has been approved by Owner. In determining the space available in Owner's conduit(s), Owner shall not include the space reserved for future use by Owner. Upon the approval of the Conduit Occupancy Request, Owner shall return one copy thereof to Licensee bearing an endorsement acknowledging Owner's authorization. All of Licensee's Facilities placed in Owner's conduit(s) pursuant to an approved Conduit Occupancy Request shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent Conduit Occupancy Requests as needed. Owner shall not unreasonably withhold, delay or restrict approval of any properly submitted Conduit Occupancy Request.

- 4.3.2 Owner may charge Licensee a fee for processing a Conduit Occupancy Request to compensate Owner for the general administrative costs as well as the actual engineering costs reasonably incurred, in the same manner as set forth in Section 3.3.2 of this Attachment G with respect to PARS.
  - 4.3.3 Upon receiving an approved Conduit Occupancy Request, Licensee shall have the right, subject to the terms and conditions of this Agreement, to place and maintain Licensee's Facilities described in the Conduit Occupancy Request in the space designated in Owner's conduit(s) identified therein.
  - 4.3.4 In the event it is necessary to rearrange any facilities in any one or more of Owner's conduits included in a Conduit Occupancy Request in order to accommodate Licensee's Facilities, Owner shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of the Make-Ready Work needed to accommodate Licensee's Facilities. Within fifteen (15) days after receiving such notice from Owner Licensee shall notify Owner either (1) that Licensee shall reimburse Owner for all the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that Licensee desires to cancel its Conduit Occupancy Request.
  - 4.3.5 Licensee is not authorized and shall have no right to place any facilities in any Owner's conduit unless that Owner's conduit is identified in a Conduit Occupancy Request approved in accordance with Section 4.3.1 of this Attachment G.
- 4.4 Authority to Place Licensee's Facilities.
- 4.4.1 Before Licensee places any of Licensee's Facilities in Owner's conduit(s) pursuant to an approved Conduit Occupancy Request, Licensee shall submit evidence satisfactory to Owner of its authority to maintain the facilities to be placed in Owner's conduit(s) within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all rights-of-way, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place and maintain Licensee's Facilities in Owner's conduit(s).
  - 4.4.2 Owner shall not unreasonably intervene against or attempt to delay the granting of any licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required for Licensee to place Licensee's Facilities in Owner's conduit(s).
  - 4.4.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to occupy owner's conduit(s) shall terminate immediately and Licensee shall promptly

remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from Owner, Owner shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the

expense of and for the account of Licensee without Owner being deemed guilty of trespass or conversion, and without Owner becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Owner to remove Licensee's Facilities shall be reimbursed to Owner by Licensee upon demand by Owner.

- 4.4.4 Upon notice from Owner to Licensee that the cessation of the use of any portion of Owner's conduit(s) has been requested or directed by any federal, state or municipal authority, or private property owner, permission to occupy such Owner's conduit(s) shall terminate immediately and Licensee promptly shall remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from Owner, Owner shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Owner being deemed guilty of trespass or conversion, and without Owner becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Owner to remove licensee's Facilities shall be reimbursed to GTE by Licensee upon demand by Owner.
- 4.5 Placement of Licensee's Facilities. Licensee shall, at its own expense, place, maintain and replace Licensee's Facilities in Owner's conduit(s) in accordance with (i) such requirements and specifications as Owner shall from time to time prescribe in writing, (ii) in compliance with any rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code (most current edition), and the applicable rules and regulations of the Occupational Safety and Health Act. Licensee agrees to comply, at its sole risk and expense, with all reasonable specifications as may be established by owner from time to time.
- 4.6 Occupancy Fees.
- 4.6.1 Licensee shall pay to Owner an Occupancy Fee, consistent with 47 U.S.C. § 224 and the FCC's implementing regulations promulgated thereunder for each linear foot of innerduct occupied by Licensee's Facilities in Owner's conduit(s). If Licensee's Facilities occupy more than one innerduct, a separate Occupancy Fee shall be paid by Licensee for each innerduct occupied. The Occupancy Fee may be increased by Owner from time to time in accordance with applicable law upon thirty (30) days written notice to Licensee.
- 4.6.2 Occupancy Fees shall be payable in the same manner as set forth in Section 3.6.2 with respect to Attachment Fees.

- 4.6.3 Owner shall maintain an inventory of the total linear footage of innerduct occupied by Licensee's Facilities in Owner's conduit(s) based upon the cumulative linear footage per innerduct from all Conduit Occupancy Requests authorized pursuant to Section 4.3.1 of this Attachment G. It shall be Licensee's sole responsibility to notify Owner in writing of any and all removals of Licensee's Facilities from Owner's conduit(s). Such notice shall be provided to Owner at least thirty (30) days prior to any removal. Licensee shall remain liable for an Occupancy Fee for each linear foot of innerduct occupied by Licensee's Facilities in Owner's conduit(s) included in all approved Conduit Occupancy Requests until a Notice of Removal has been received by Owner. Owner may, at its option, conduct a physical inventory of Licensee's Facilities in accordance with Section 4.9 of this Attachment G for purposes of determining the Occupancy Fees to be paid by Licensee under this section.

#### 4.7 Additions and Modifications of Licensee's Facilities.

- 4.7.1 Licensee shall not modify, add to or replace Licensee's Facilities in any Owner's conduit(s) without first notifying Owner in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Facilities, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the Owner's conduit(s) involved.
- 4.7.2 Should Owner determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require any modification, replacement or reinforcement of Owner's conduit(s) involved in order to accommodate Licensee's modification, addition or replacement, Owner will so notify Licensee, whereupon Licensee will be required to submit a Conduit Occupancy Request in compliance with Section 4.3.1 in order to obtain authorization for the modification, addition or replacement of Licensee's Facilities.

#### 4.8 Charges for Unauthorized Occupancy of GTE Conduit.

- 4.8.1 It is agreed that a charge equal to five (5) times the amount of the Occupancy Fee shall be paid by Licensee to Owner for each unauthorized occupancy of Owner's conduit(s) by Licensee. Licensee also shall pay Owner an Occupancy Fee for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with Section 4.9 of this Attachment G or, if no physical inventory has been conducted, the date the first Conduit Occupancy Request from Licensee was approved in accordance

with Section 4.3.1 of this Attachment G. Licensee also shall Pay to Owner all costs incurred by Owner to rearrange Licensee's Facilities that are unauthorized if such rearrangement is required to accommodate the facilities of another Party whose facilities would not have required a rearrangement but for the presence of Licensee's unauthorized facilities. Licensee also shall pay to Owner all costs incurred by Owner to reinforce, replace or modify



any Owner's conduit(s), which reinforcement, replacement or modification is required as a result of the unauthorized occupancy by Licensee.

4.8.2 For purposes of this section, an unauthorized occupancy shall include, but not be limited to:

- (a) The presence of Licensee's Facilities in any of Owner's conduit which conduit is not identified in any Conduit Occupancy Request approved in accordance with Section 4.3.1 of this Attachment G,
- (b) The presence of Licensee's Facilities in any of Owner's conduit that occupies more space than that allocated to Licensee by Owner;
- (c) Licensee's Facilities that are not placed in accordance with the provisions of Section 4.7 of this Attachment G;
- (d) An addition or modification by Licensee to its pre-existing facilities in any of Owner's conduit that impairs the structural integrity of the involved Owner's conduit.

4.9 Surveys and Inspections of Licensee's Facilities.

4.9.1 The total linear footage per innerduct and exact location of Licensee's Facilities in Owner's conduit(s) may be determined, at Owners discretion, through a survey consistent with the provisions of Section 3.10.1 with respect to surveys and inspections for pole attachments.

4.9.2 Apart from surveys conducted in accordance with Section 4.9.1 above, Owner shall have the right to inspect any facilities of Licensee in any of Owner's conduit(s) as conditions may warrant upon written notice to Licensee. Licensee shall, if requested, reimburse Owner all costs incurred to conduct its inspection. No joint survey or inspection by Owner shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

4.10 Notice of Modification or Alteration of Conduit by Owner. If Owner plans to modify or alter any of Owner's conduit(s) that house Licensee's Facilities, Owner shall provide

Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place.

- 4.11 Repair and Replacement of Conduit. If Owner is required to repair or replace any of Owner's conduit(s) as a result of rain, wind, lightning, natural disaster or other Act of God, the costs to repair or replace any and all conduit so affected which house Licensee's Facilities shall be reimbursed to Owner by Licensee in proportion to the percentage of space designated for Licensee's Facilities in such conduit(s). Reimbursement shall be payable on demand by Owner.
- 4.12 Removal or Relocation of Licensee's Facilities. At Owner's option and at Licensee's sole cost and expense, Licensee shall remove, relocate, modify or rearrange Licensee's Facilities upon thirty (30) days notice from Owner as required by Owner for its own service needs.
5. Rights-Of-Way. To the extent permissible under the terms and conditions of the grant of the right-of-way, each Party shall provide the other Party with access to such rights-of-way.
6. General Provisions.
- 6.1 Default and Remedies.
  - 6.1.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Attachment G:
    - (a) Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Attachment G and such default continues for a period of five (5) days after written notice thereof to Licensee;
    - (b) Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Attachment G and such default continues for a period of thirty (30) days after written notice thereof from Owner (provided that if such default is not curable within such thirty (30) day Period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);
    - (c) The filing of any tax or mechanic's lien against Owner's poles that is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed,
    - (d) Licensee's voluntary or involuntary bankruptcy;
    - (e) Licensee's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;

- (f) If any authorization which may be required of the Licensee by any governmental or private authority for the placement operation or maintenance of Licensee's Attachments is denied or revoked.
- 6.1.2 In the event of a Material Default, Owner, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
- (a) Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Attachment G that Licensee has failed to perform and of which Owner shall have given Licensee notice, the cost of which performance shall be paid by Licensee to Owner upon demand;
  - (b) Terminate Attachment G of this Agreement by giving notice of such termination to Licensee and remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Owner being deemed guilty of trespass or conversion, and without Owner becoming liable for any loss or damages to Licensee occasioned thereby; or
  - (c) Exercise any other legal or equitable right or remedy that Owner may have, including but not limited to those set forth at Section 3.4.1 of this Attachment G.
- 6.1.3 Any costs and expenses incurred by Owner (including, without limitation, reason attorneys' fees) in enforcing this Attachment G shall be repaid to Owner by Licensee upon demand.
- 6.1.4 Upon termination of this Attachment G by Owner, Licensee shall remain liable to Owner for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by Owner in pursuit of its remedies hereunder, and additional damages which shall be an amount equal to the present worth (as of the date of termination) of the annual Attachment Fees which, but for termination of this Attachment G, would have become due during the remainder of the term of this Agreement, in which case such damages shall be paid to Owner in one lump sum on demand. "Present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the New York Federal Reserve Bank.
- 6.1.5 All rights and remedies of Owner set forth in this Attachment G shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

ATTACHMENT G (cont'd)

6.2 Termination of Attachment by Licensee. This Attachment G may be terminated by Licensee any time prior to the expiration of its term by providing written notice to Owner of its intent to terminate not less than ninety (90) days prior to the date such termination is to become effective. Within thirty (30) days from the date this Attachment G is terminated, Licensee shall cause all of its Attachments to be removed from all of Owner's poles. If Licensee's Attachments are not removed as required by this section. Owner shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Owner being deemed guilty of trespass or conversion, and without Owner becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Owner to remove Licensee's Attachments shall be reimbursed to Owner by Licensee upon demand by Owner without regard to whether this Attachment G has been terminated.

6.3 Indemnification.

6.3.1 Licensee shall compensate Owner for the full actual loss, damage or destruction of Owner's property that in any way arises from or is related to this Attachment G or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).

6.3.2 Licensee will further indemnify, defend and hold harmless Owner and Owner's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature (except special and consequential damages other than personal injury and property damage) in any way arising out of or connected with this Attachment G or activities undertaken pursuant to this Attachment G (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments), except to the extent caused by the gross negligence or willful misconduct on the part of Owner or Owner's agents, officers, employees and assigns. Licensee expressly assumes all liability for actions brought against Owner and Owner's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

6.3.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve Owner of any and all liability for, loss or damage (and the consequences of loss or damage) to any Attachments placed on Owner's poles and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the gross negligence or willful misconduct on the part of Owner or Owner's agents, officers, employees and assigns.

ATTACHMENT G (cont'd)

6.3.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless Owner and Owner's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Attachment G or Licensee's Attachments, except to the extent caused by the gross negligence or willful misconduct on the part of Owner or Owner's agents, officers, employees

and assigns.

- 6.3.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless Owner, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 6.3.6 In no event shall Owner be liable to Licensee for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Attachment G or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.

6.4 Insurance.

- 6.4.1 Licensee shall obtain and maintain in full force and effect during the term of this Agreement insurance issued by a reputable insurance carrier that protects the Licensee from and against all claims, demands, causes of action, judgments, costs (including attorneys' fees), expenses and liabilities of every insurable kind and nature which may arise out of or result, directly or indirectly, from or by reason of such loss, injury or damage that in any way arises from or is related to this Agreement. All insurance shall be written on an "occurrence" basis and not on a "claims made" basis, and shall name Owner as an additional insured and assume and provide for Owner's defense.
- 6.4.2 All policies shall provide that the insurance afforded by Licensee to Owner as an additional insured shall apply as primary insurance and that any other insurance maintained by Owner shall be excess only and will not contribute with Licensee's insurance. Licensee shall ensure that all of its subcontractors, suppliers, and independent contractors maintain appropriate levels of insurance coverage.
- 6.4.3 Licensee shall furnish Owner with certificates of insurance, in a form mutually acceptable to Owner and Licensee, evidencing the coverage required under this section before placing any Attachments on Owner's poles (or any facilities in or on Owner's ducts, conduits or rights-of-way). Such certificates shall also state that the insurance

## ATTACHMENT G (cont'd)

company will not cancel or change any policy of insurance issued except after thirty (30) days written notice to Owner.

6.4.4 If Licensee fails to maintain the required insurance coverage, Owner may pay any premium due thereon falling due and Licensee shall forthwith reimburse Owner the full amount of any such premium paid.

6.5 Emergency Restoration Procedures. In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. While Owner shall not be responsible for the repair of damaged Attachments of Licensee (except by mutual written agreement). Owner must nonetheless control access to its poles if the restoration is to be achieved in an orderly fashion. Where Owner and Licensee are involved in emergency restorations, access to Owner's poles will be controlled by Owner's Maintenance District Manager or his/her on-site representative according to the following guidelines:

### 6.5.1 Service Disruptions/Outages

- (a) While exercising its right to first access. Owner shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by Owner on a first come, first served basis.

### 6.5.2 Service Affecting Emergencies

- (a) While exercising its right to first access, Owner shall make a reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where Owner is unable to grant simultaneous access to all other entities with Attachments, access will granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

6.6 Abandonment. Nothing in this Agreement shall prevent or be construed to prevent Owner from abandoning, selling, assigning or otherwise disposing of any poles or other Owner property used for Licensee's Attachments; provided, however, that Owner shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. Owner shall promptly notify Licensee of any proposed sale, assignment or other disposition of any poles or other Owner property used for Licensee's Attachments.

6.7 Compliance With Laws. Notwithstanding anything to the contrary in this Attachment G, Licensee shall ensure that any and a activities it undertakes pursuant to this Attachment G shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies.

orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

**ATTACHMENT H**  
**PRICING SCHEDULE - GTE**

I. Reciprocal Compensation

Local Rate (including all mandatory EAS and Area Calling Plans) \$0.0032276/minute

II. Transit Rate

Rate = \$0.002/minute